

said

the name, place and stead of the first party; and it is further agreed, in the event of loss under such policy or policies, the said second party shall have full power to demand, receive, collect and settle the same, and for that purpose may, in the name, place and stead of said first party, and as his agent and attorney in fact, sign and endorse all vouchers, receipts and drafts, that shall be necessary to procure the money thereunder, and to apply the amounts so collected towards the payment of the bond, interest coupons and interest thereon; and if any or either of said agreements be not performed as aforesaid, then the said party of the second part, its endorsees or assigns, may pay such taxes and assessments, or any part thereof, may effect such insurance, as herein before agreed, paying the cost thereof; and may also pay the final judgement for ~~any~~ statutory ~~li~~ lien claims, including all costs and for the repayment of all moneys so paid, with interest thereon from the time of payment, at the rate of Ten per cent per annum, payable semi-annually, these presents shall be a security in like manner and with like effect as for the payment of said bond and interest coupons.

TENTH : The said first party agrees that if the maker of said note shall fail to pay any of said money, either principal or interest within thirty days after the same becomes due, or to conform or comply with any of the foregoing covenants, the whole sum of money herein secured, may at the option of the holder of the note hereby secured, and at their option only, and without notice, be declared due and payable; and this mortgage may thereupon be foreclosed immediately for the whole of said money, interest and costs, together with statutory damages in case of protest, and said second party, or any legal holder thereof, shall at once, upon the ~~execution of~~ filing of a bill for the foreclosure of this mortgage, be forthwith entitled to the immediate possession of the above described premises, and may at once take possession, and receive and collect the rents, issues and profits thereof. For value received the said party of the first part do hereby expressly waive an appraisal of said real estate, should the same be sold under execution, order of sale or other final process; and do further waive all benefits of the stay, valuation or appraisal laws of the State of Oklahoma; and do further agree that the contract embodied in this mortgage and note secured hereby shall, in all respects be governed, construed and adjudged according to the laws of Oklahoma, where the same is made. The foregoing covenants being performed, this conveyance to be void, otherwise of full force and virtue.

ELEVENTH:- It is expressly stipulated and agreed that the rents, issues and profits of the whole premises herein conveyed shall be and hereby are pledged for the payment of the debt hereby secured, the interest thereon as it matured, the premiums for insurance on the buildings and all taxes and assessments on said premises as they become due. And that upon default in the payment of any such interest, insurance, premiums, taxes or assessments and the institution of proceedings to foreclose this mortgage, the plaintiff therein shall be entitled to have a receiver appointed to take possession and control of the within described premises and to collect the rents, taxes and profits thereof under the direction of the Court without proof required by statute. The amount so collected by such receiver to be applied under the direction of the Court to the payment of any judgement rendered or amount found due upon the foreclosure of this mortgage.

TWELFTH: It is expressly stipulated and agreed, that in case this mortgage shall be foreclosed, an attorney's fee of Fifty Dollars shall be taxed and made a part of the costs of foreclosure.

IN TESTIMONY WHEREOF, The said party of the first part have hereunto set their hands this 9th day of June, nineteen hundred and eight.

S Adelle Davis

Charles B. Davis

Attest

C.D. Coggeshall

State of Oklahoma,)
Tulsa County) SS.

Before me, a Notary Public, in and for said County and *jurisdiction* on this 9th day of June 1908, personally appeared S Adelle Davis and Charles B. Davis, her husband, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the purposes therein set forth.

(Seal)

C.D. Coggeshall
Notary Public

Residence Tulsa Okla.

My Commission expires April 14- 1911.

Filed for record June 9 1908 at 1.40 P.M.

H.C. Walkley, Reg of Deeds.

SEAL