incurred therein shall bear interest at the ract of ten per cent. thereafter; and that in case of foreclosure hereof, and so often as any proceedings shall be had to foreclose the same the holder hereof may recover from the parties of the first part an attorney's fee of Fifty Dollars, which sum shall be due upon filing of a pettion in foreclosure, and for all such costs expenses and attorney's fees, this mortgage shall attand as security.

It is further agreed and understood that upon a breach of the warranty herein, or upom the failure or refusal to pay the princiapl indebtedness hereby secured when due, or any part thereof, or any interest thereon, at maturity, or any tax or assessment herein mentioged, or to comply with any of the requirements herein contained, the whole sum hereby secret shall at once, and without notice become due and payable, at the option of the holder hereof, and shall bear interest thereafter at the rate of ten per cent per annum, and the said party of the second part, his heirs, successors or assigns shall be entitled to a foreclosure of this mortgage, and to have the said premises sold and the proceeds thereof applied to the payment of the indebtedness hereby secured; and that immediately upon the filing of thepetition in foreclosure the holder hereof shall be entitled to possession of said premises, and to each and every part thereof, and to collect and apply the rents thereof less the reaso-nable expenditures to the payment of the said indebtedness, and for this purpose the holder hereof shall be entitled to the appointment of a receiver, to the appointment of which the mortge ors herebyt consent, which appointment may be made either before or after the decree of foreclosure, and the holder hereof shall in no case be held to account for damages, nor for any rental other than those actually received. The appraisement of said premises is hereby expressly wa vo waived. All covenants and agreements herein contained shall run with the premises hereby conveyed, and this mortgage and the evidences of indebtedness her eby secured shall in all respects be goverened and construed by the laws of Oklahoma.

IN WITNESS WHEREOF, the said parties of the firstpart have hereinto set their hands, on this the First day of December, A. D., 1908.

Witnesses to mark, execution and delivery. ) Mary Herrick

5. Since the way of the many of the Time was was to see the

) Leo Herrick.

S TATE OF OKLAHOMA, MUSKOGEE COUNTY. ) SS.

BEFORE ME, H. K. TRAMMELL, A Notary Public within and for said County and State, on this 11th, day of December, 1908 personally appeared Mary Herrick and Leo Herrick, her husband, to me known to be the identical person 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 uses and purposes therein set forth.

WITNESS, my hand and seal the day and year last above namaed.

H. K. Tranmell, Notary Public.

(SEAL) ? My commission expires 8-21-1910.

Filed for redord Dec. 12, 1908, at 1.40 P. M.

H. C. Walkley, Register of Deeds (SEAL)