

of said money, accrued interest and costs, including a reasonable attorney's fee, to become due upon institution of any suit for foreclosure, and to be secured by this mortgage and included in any decree of foreclosure rendered thereon, and said second party or any legal holder of said indebtedness, shall at once be 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, and the occupant or occupants of said mortgaged real estate shall pay rent to the second party and assigns as aforesaid only, or said second party or assigns shall be entitled as a matter of right to the appointment of a receiver to take possession of said premises and apply the net rents and profits thereof to said debt, interest and costs.

It is the intention of the parties to this contract to conform strictly to the laws of Oklahoma, relating to usury, and no greater amount shall be collected than is allowed thereby; and if for any reason any greater amount is received or collected at any time before the final payment and discharge of the debt, the same shall be credited thereon as of the date it was received or collected.

IN WITNESS WHEREOF, the said first party have hereunto set their hands and seals, the day and year herein first above written.

WITNESSES:

Elmer M. Lowe, (SEAL)

Mollie E. Lowe, (SEAL)

STATE OF OKLAHOMA, (SS.
County of Creek)

On this 8th day of October nineteen hundred and eight before me G. A. Morriss a Notary Public, duly commissioned and acting within and for the County and State aforesaid, personally appeared Elmer M. Lowe and Mollie E. Lowe, his wife, to me personally known to be the identical persons described in and who executed the within and foregoing instrument, and acknowledged to me that they had executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned and set forth; and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as such Notary Public on the 8th day of October 1908.

My commission expires the 23rd day of July, 1912.

G. A. Morriss Notary Public

in and for Creek County, Oklahoma.

Notary
(SEAL) Filed for record in my office Oct. 10, 1908 at 8 o'clock a/m., H. C. Walkley
Register of Deeds. (Seal)

COMPARED

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MORTGAGE.

THIS INDENTURE, made and entered into at the City of Tulsa, in the County of Tulsa and State of Oklahoma, on this 9th day of October, 1908, by and between David Kahn, of the City of Cincinnati, Ohio, hereinafter designated the first party and J. S. Rosenfield, of the City of Tulsa, Oklahoma, hereinafter designated the second party.

WITNESSETH: The said first party, for and in consideration of the sum of Ten Dollars (10.00), to him cash in hand paid by the said second party, the receipt whereof is hereby acknowledged, and for the further consideration hereinbelow stated, has granted,