

or assigns, shall hereafter appear in any court or tribunal whatever, in order to protect or preserve the title to or possession of said premises, then all costs and expenses including reasonable attorney's fees, incurred therein, shall at once become due and payable, and shall bear interest at ten per cent.; and that in case of a foreclosure of this mortgage, and as often as any proceeding shall be had or taken to foreclose the same, the holder hereof may recover from the said first party all costs and expenses, and a reasonable attorney's fee, and for all such costs, expenses and attorney's fees this mortgage shall stand as security.

It is further agreed that immediately upon the filing of a petition in foreclosure the holder of this mortgage shall be entitled to the possession of said premises, and to collect and apply the rents therefrom, less the reasonable expenditures, to the payment of said indebtedness; and for this purpose the holder hereof shall be entitled to a receiver, to the appointment of whom the mortgagors hereby 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 any damage nor for any rental other than that actually received. The appraisal of said premises if sold on foreclosure, is hereby expressly waived.

All covenants and agreements herein contained shall run with the land; and this mortgage and the evidences of indebtedness hereby secured shall in all respects be governed and construed by the laws of the Oklahoma.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand, on this 16th day of October, 1908.

Mary A. Morrow

Mildred Waid

Ben F. Draper

STATE OF OKLAHOMA

MUSKOGEE COUNTY.

) SS.

Before me, Earl Bohannon, a Notary Public in and for said County and State, duly commissioned and acting as such, on this 21st day of October, 1908, personally appeared Mary A. Morrow (a widow) and-----, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes thereinset forth, and I hereby so certify.

WITNESS my hand and seal as such Notary Public, this 21st, day of October, 1908.

Earl Bohannon, Notary Public

(SEAL) My commission expires September 30th, 1912.

Filed for record Nov. 2, 1908, at 10.55 A. M.

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

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COMPARED

WARRANTY DEED.

THIS INDENTURE, Made this 9th, day of September, in the year of our Lord One Thousand Nine Hundred and Eight, between Charles A. Mills and Margaret S. Mills, his wife, of the City of Chicago, in the County of Cook and State of Illinois, party of the first part, and Albert E. Sumner of the town of Pennimore in the County of Grant, and State of Wisconsin, party of the second part, WITNESSETH:

That the said party of the first part for and in consideration of the sum of Five Hundred and Fifty (\$550.00) DOLLARS, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, and the said party of the second part forever released and discharged therefrom, has granted, bargained, sold, remised, released, conveyed, aliened and confirmed