

the holders, without notice, and this mortgage may thereupon be foreclosed immediately for the whole of said money, interest, costs, attorney's fees or other amounts payable hereunder.

SEVENTH, The said mortgagors further agrees that in the event of any foreclosure of or under this mortgage, appraisement is hereby expressly waived, and the said mortgagors will pay to the plaintiff in any foreclosure action a reasonable attorney's fee for the foreclosure of this mortgage; said fee to be due and payable upon the filing of petition for foreclosure; and the amount thereof to be recovered in said foreclosure suit and included in the judgment upon the indebtedness secured hereby and become part of said judgment. It is agreed that this provision is to be governed and construed by the laws of the State of Oklahoma.

EIGHTH, It is further covenanted and agreed by the said part---- of the first part, that in case of default in the payments as herein provided, the said party of the second part, or the legal holder hereof, upon the institution of suit to foreclose, shall be entitled to the possession of said property by a receiver or otherwise, as it may elect. The foregoing covenants and conditions of this mortgage being performed, this conveyance to be void; otherwise in full force and virtue.

And the said parties of the first part, for them and their heirs, executors and administrators, covenant to and with said party of the second part, that they lawfully seized in fee of the premises hereby conveyed and they have good right to sell and convey the same as aforesaid; that the said premises are free and clear from all incumbrance, that they will, and their heirs, executors, and administrators shall forever warrant and defend the title to the said premises against the lawful claims and demands of all persons whomsoever.

As additional and collateral security for the payment of the said note the mortgagors hereby assign to said mortgagee, its successors and assigns, all the rights, royalties and benefits accruing to them under all oil, gas or mineral leases on said premises; this assignment to terminate and become void upon release of this mortgage.

IN TESTIMONY WHEREOF. The said parties of the first part have hereunto set their hands the day and year above written.

TREASURER'S ENDORSEMENT
I hereby certify that I received \$28 and issued
Receipt No. 3230 therefor in payment of mortgage
tax on this within mortgage.
Dated this 25 day of Sept 1922
WAYNE L. DICKEY, County Treasurer
[Signature]
Deputy

R. L. Cummings
Ada Cummings
Lee Cummings
Genette Cummings

STATE OF OKLAHOMA,)
Creek County) ss.

BEFORE ME, The undersigned, a Notary Public, in and for said County and State on this 12th day of September A. D. 1922, personally appeared R. L. Cummings and Ada Cummings His wife and Lee Cummings and Genette Cummings his wife and 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 uses and purposes therein set forth.

WITNESS my hand and official seal the day above written.

My commission expires August 19th. 1923 (SEAL) G. R. Hoagland, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, Sept. 25, 1922 at 9:05 o'clock A. M.
in Book 417, page 346

By F. Delman, Deputy (SEAL) O. D. Lawson, County clerk