

SECONDARY

said money, either principal or interest, whenever the same becomes due, or in case the said first party shall commit waste upon said premises or suffer the same to be done thereon, or fail to conform to or comply with any of the covenants contained in this mortgage, the whole sum of money herein secured may, at the option of the holder of the note hereby secured, and at its, his, or her option, only, and without notice, be declared due and payable at once, and this mortgage may thereupon be foreclosed for the whole of said money, interest and costs, and said second party, his heirs, executors, administrators or assigns, or any legal holder hereof, shall at once, upon the filing of a petition for the foreclosure of this mortgage, be entitled to the immediate possession of the above described premises, and may at once take possession and receive and collect rents, issues and profits thereof. For value received, the first party hereby waives all benefits of the stay, valuation and appraisal laws of the State of Oklahoma.

Eighth: That first party will pay reasonable attorney's fee for the attorney employed to collect the sums secured by this instrument, if default be made in payment of the sums hereby secured ~~when~~ ^{due or when} declared due under the terms hereof; and also in the event of foreclosure of this mortgage, the said first party agrees to pay a reasonable attorney's fee of any person employed to foreclose this mortgage; and the said attorney's fee in either case shall be a lien upon said premises and secured by these presents.

Ninth: That upon the institution of proceedings to foreclose this mortgage, the plaintiff therein, without regard to the value of the mortgaged premises or the adequacy of any security for the mortgaged debt, shall be entitled to have a receiver appointed by the court, to take possession and control of the premises described herein, and to collect all rents, and profits thereof, under the direction of the court, without further proof; the amount so collected by such receiver to be applied, under the direction of the court, to the payment of any judgment rendered or amount found due upon the foreclosure of this mortgage. The foregoing covenants and conditions being faithfully kept and performed this conveyance shall be void; otherwise of full force and effect.

Tenth: In construing this mortgage, the words "first party" shall be held to mean the persons named in the preamble as party of the first part, jointly and severally.

Eleventh: Said first party agrees to pay for recording the release of this mortgage when same is paid.

IN TESTIMONY WHEREOF, the party of the first part has hereunto subscribed their names and affixed their seals.

Mary K. Freymuth

Ella M. Freymuth

Beatrice M. Junger nee Freymuth

A. J. Freymuth

STATE OF OKLAHOMA,)
Tulsa County) ss:

Before me Maie P. Baker, a Notary Public, in and for said County and State, on this 30th day of November 1922 personally appeared, Mary K. Freymuth, Ella M. Freymuth, Beatrice Junger, nee Freymuth and A. J. Freymuth 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 and year last above set forth.

My Commission Expires Sept. 25, 1923

(SEAL) Maie P. Baker, Notary public

Book 427, page 414

Filed for record in Tulsa County, Tulsa Oklahoma, Nov. 30, 1922 at 4:10 o'clock P.M.

By E. Delman, Deputy

(SEAL)

O. D. Lawson, county clerk