

Ninth. Party of the first part hereby consents that any action to foreclose this mortgage may be brought in the County in which the land is situated and does hereby waive any objection to such venue of such action.

Tenth. The holder of this mortgage and the notes which it secures, in any action to foreclose same, shall be entitled without regard to the value of the mortgaged property, or the adequacy of any security for the mortgage debt, to the appointment of a receiver to take care of and account for the rents and profits of said premises; and the rents and profits are hereby, in the event of default under the terms hereof, assigned to the holder of this mortgage.

Eleventh. That upon default by first party in the payment of any of said taxes, assessments, encumbrances, insurance premiums or other sums which may be necessary to be paid for the protection of the title and possession of said property, or the operation thereof, or for services of agents or attorneys, then said party of the second part or its assigns may make such payments and the amount so expended or advanced shall become debts due in addition to the indebtedness represented by said notes and secured in like manner by this mortgage, but having priority over said notes, and shall bear interest from the time of payment thereof at the rate of 8% per annum, and shall be repaid to said parties advancing the same upon demand. As between the parties hereto, their successors, or assigns, the legality and validity of all taxes, assessments and liens shown by the usual public books and records shall thereby be conclusively established; and proper and regular receipts for such other payments or advances shall be prima facie evidence of the validity of such claims and of the time and amounts of such payments.

Twelfth. The said party of the first part hereby expressly waives notice of election to declare the whole debt due as above stated and also waives the benefit of the stay, valuation and appraisal laws of the state of Oklahoma.

IN WITNESS WHEREOF, the said party of the first part has executed this instrument with its seal attached, the day and year first above set forth.

WITNESSES:

C. E. Moon

Secretary

(CORPORATE SEAL)

ROSSER-CASSELLER FURNITURE COMPANY

BY I.G. Rosser

President

State of Oklahoma }  
County of Tulsa } ss

Before me-----, a Notary Public, in and for said County and State, on this 2nd day of December, 1932, personally appeared I. G. Rosser to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year above set forth.

My commission expires Aug. 14, 1936

(SEAL)

C.W. Allen, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Dec. 2, 1932 at 11:50 o'clock A.M.  
in Book 427, page 370

By D. Dolman, Deputy

(SEAL)

O. D. Lawson, County Clerk