

commenced to foreclose this mortgage the second party, its successors and assigns, shall be entitled to have a receiver appointed to take charge of said real estate during such litigation and period of redemption from sale thereunder, accounting to the mortgagor for the net income only, applying the same in payment of any part of the debt secured hereby remaining unpaid.

In event of failure of said first party to keep said premises free from judgements, mechanics' liens or other statutory liens or pay the interest on or principal of any prior mortgage on said premises when due, or insurance premiums, taxes or assessments upon said property, said second party may pay the same, together with the penalties and interest thereon, and all sums, so paid and the expense of continuation of abstract and all expenses and attorney's fees incurred by second party, or its assigns, by reason of litigation with third parties to protect the lien of this mortgage shall be recoverable against said first party with penalties upon tax sales, and shall bear interest at the rate of ten per cent per annum, payable annually and be secured by this mortgage; and it is expressly understood and agreed that the payment by said second party, its successors or assigns, of insurance premiums, taxes or assessments upon said property, judgements, mechanics' liens, or other statutory lien or interest on or principal of any prior mortgage on said premises shall not be construed or held to be a waiver of default as herein provided, or prevent the holder hereof from declaring the entire debt secured hereby due and payable and foreclosing this mortgage, whether such payment be made prior or subsequent to the exercise of option to declare the debt due and foreclose this mortgage, as herein provided.

And in case of foreclosure hereof said first parties hereby agree to pay the sum of seventy five dollars attorney's fees in such foreclosure suit, to be secured by this mortgage, which shall be due and payable when suit is filed, and for the consideration above hereby expressly waive the appraisement of said real estate and all benefits of the homestead and stay laws of said state.

Dated this 12th day of September, 1922.

Lillie Brown (her mark) ^{nee} Chisholm

Jackson Brown.

Witness for mark

1st Witness - Nora Taliaferro

2nd witness C. C. McGilvray.

State of Oklahoma)
County of Tulsa) SS

TREASURER'S ENDORSEMENT

I hereby certify that I received \$24.00 and issued Receipt No. 1111 therefor in payment of mortgage tax on the within mortgage.

Dated this 13 day of Sept 1922

WAYNE L. DICKEY, County Treasurer

Deputy

Before me, the undersigned a Notary Public in and for said County and State, on this 13th day of September, 1922. personally appeared Jackson Brown, husband of Lillie Brown, nee Chisholm, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal.

My commission expires Jan. 12, 1926

(SEAL) Calvin A. Richardson, Notary Public.

(FORM OF NOTARY CERTIFICATE WHERE GRANTOR SIGNS BY MARK.)

State of Oklahoma)
County of Tulsa) SS

Before me, the undersigned, a Notary Public in and for said County and State, on this 13th day of September, 1922, personally appeared Dillie Brown, nee Chisholm, wife of Jackson Brown to me known to be the identical person who executed the within and foregoing instrument, by her mark in my presence and in