

its successors, shall thereafter appear in any of the land departments of the General Government, or any court or tribunal whatever, in order to preserve or protect the title to or possession of the premises hereby conveyed and warranted, that all such costs and expenses incurred therein shall bear interest at ten per cent thereafter; and that in case of foreclosure hereof, and as often as any proceedings shall be had or taken to foreclose same, the holder hereof may recover from the first parties an attorney's fee of fifty dollars which sum shall be due upon the filing of a petition in foreclosure; and for all such costs, expenses and attorney's fees, this mortgage shall stand as security.

It is further agreed and understood, that upon breach of the warrant herein, or upon the failure to pay the principal indebtedness hereby secured when due, or any part thereof, or any interest thereon, at maturity, or any tax or assessment herein mentioned, or to comply with any requirements herein contained, that the whole sum hereby secured shall at once, and without notice, become due and payable, at the option of the holder hereof, and shall bear interest thereafter at the rate of ten per cent per annum, and said party of the second part, its successors or assigns, shall be entitled to a foreclosure of this mortgage, and to have the said premises sold and the proceeds thereof applied to the payment of the indebtedness hereby secured, and that immediately upon the filing of the petition in foreclosure the holder hereof shall be entitled to possession of said premises, and to each and every part thereof, and to collect and to 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 which the mortgagors hereby secured, which appointment may be made either before or after the decree of foreclosure; and the holder thereof shall in no case be held to account for any damages, nor for any rentals other than those actually received. The appraisalment of said premises is hereby expressly waived.

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

In witness whereof, the said parties of the first part have hereunto set their hands on this the 10th day of August, 1922.

Edward Phillip Kirschner
Phillip Brown
Josie Brown.

State of Oklahoma)
Muskogee County)

Before me, E. M. Zebold, a Notary Public in and for said County and State on this 25th day of August, 1922, personally appeared Edward Phillip Kirschner sole, and his wife to me known to be the identical person 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, the day and year last above named.

My commission expires June 22nd, 1926.

(SEAL) E. M. Zebold, Notary Public.

State of Oklahoma)
McIntosh County)

Before me, a Notary Public, within and for said County and State on this 23 day of August, 1922, personally appeared Phillip Brown, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed