

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 ten dollars and ten per cent attorney's fee for the attorney employed to collect the sums secured by this instrument, if default be made in the 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 of the premises described therein, 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 ~~recd~~ 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.

Mrs. Nelle G. Kuhns,
J. W. Kuhns.

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 October, 1922, personally appeared Nelle G. Kuhns, and J. W. Kuhns, her husband his wife, 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. 23, 1923.

(SEAL) Maie P. Baker, Notary Public.

Filed for record in Tulsa County, Okl. on Oct. 31, 1922 at 4:40 P.M. and duly recorded in book 431, page 23, By F. Delman, Deputy. (SEAL) O'D. Lawson, County Clerk.

212649 - BE COMPARED

Assignment of Mortgage.

For value received, I, the undersigned, Paul A. Bryan of Tulsa, Oklahoma, do hereby sell, assign, transfer and set over unto John S. Wale, all my ^{undivided} right, title and interest in and to a certain mortgage, and the indebtedness secured thereby, made and executed by F. Chas. Shugart and Ella Lee Shugart, his wife, to the said Paul A. Bryan, and John S. Wale, dated the 15th day of September, 1920, recorded in the office of