

by reason of this mortgage, or to protect its lien, or to enable it to bring suit to foreclose this mortgage, shall be repaid to second party, or assigns, by first party with interest thereon at the rate of ten per cent per annum, which is secured hereby,

It is further agreed and understood, ^{interest and} that any and all oil, gas or mineral leases now on the aforescribed premises, and all ^{interest and} rights therein, are hereby assigned to the second party. It is further agreed, that upon the performance of all the conditions of this mortgage by the first party and release hereof by the second party, or assigns, all rights conferred by this assignment shall cease and terminate, and this assignment shall become null and void.

And it further agreed that upon a breach of the warranty herein, or upon a failure to pay when due, any sum, interest or principal, secured hereby, or any tax or assessment herein mentioned, or to comply with any requirements herein, the whole sum secured hereby 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, until paid.

It is further agreed, that upon the default by the first party in the performance of any of the conditions, covenants or agreements of this mortgage, the holder hereof may, at his election, take possession of said premises, and receive and collect all rents profits and emblements arising therefrom, which are hereby pledged to the payment of the sum due or to become due hereunder, and such holder shall be entitled to a foreclosure of this mortgage, and to have the premises sold and the proceeds applied to the payments of the sums secured hereby, and that immediately upon the filing of the petition in foreclosure, the holder hereof shall be entitled to a receiver, to the appointment of which the first party hereby consents, which appointment may be made either before or after the decree of foreclosure; and the holder hereof shall in no case be held to account for any rental or damage other than for rents actually received; and the appraisal of said premises is hereby expressly waived. And all the covenants, agreements and conditions herein contained shall run with the land herein conveyed.

In witness whereof, the said party of the first part has hereunto set his hand the day and year first above written.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 200 and issued Max Price: 6419 therefor in payment of mortgage tax on the within mortgage. Lated this 29 day of Nov 1922
WAYNE L. DICKEY, County Treasurer

Witnessed:

State of Oklahoma)
County of Muskogee) SS

Before me, the undersigned, a Notary Public, in and for said County and State, on this 23 day of November, 1922, personally appeared Max Price, a single man, 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 above set forth.

My commission expires 4/8/1926.

(SEAL) H. P. Allen, Notary Public.

Filed for record in Tulsa County, Okla. on Nov. 29, 1922, at 10:00 A.M. and duly recorded in book 431, page 366, By F. Delman, Deputy, (SEAL) O.D. Lawson, County Clerk.

215061 - BH

COMPARED

OKLAHOMA MORTGAGE.

This indenture, made this 22nd day of November, in the year of our Lord, one thousand nine hundred and twenty two, between Max Price, and single man, of Muskogee, County, Oklahoma, of the first part, and Conservative Loan and Trust Company, a corporation, of the second part.