

hereby secured are fully paid.

Fourth: In case suit is commenced to foreclose this mortgage, and as often as any proceedings shall be taken to foreclose the same, the said party of the first part hereby agrees to pay the legal holder of the notes secured hereby, reasonable attorney's fees, not to exceed ten per centum (10%) of the debt secured hereby, said sums to become due and payable at once upon the filing of the petition for foreclosure, secured by the lien hereof, and to be taxed as costs in said foreclosure suit, and to be a lien on all the property herein mortgaged. In case this mortgage and the notes secured thereby are placed in the hands of an attorney for collection, and the same are collected without suit, then in that event, said party of the first part agrees to pay a reasonable attorney's fee, not to exceed ten per centum (10%) of the principal of said notes.

Fifth: Said party of the first part agrees that, immediately upon the filing of a petition for the foreclosure of this mortgage, the holder of this mortgage shall be entitled to the possession of said premises, and to collect and apply the rents therefrom, less the reasonable expenditures, to the payment of the indebtedness secured hereby and, for this purpose, the holder hereof shall be entitled to a receiver, to the appointment of whom party of the first part hereby consents, and which appointment may be made either before or after the decree of foreclosure; and the holder hereof shall not, in any case, be held to account for any damage, or for any rental other than that actually received.

The Appraisement of said premises, if sold under foreclosure, is hereby expressly waived.

Sixth: Said party of the first part hereby agrees that, if he fails to pay or cause to be paid, any part of the indebtedness, secured hereby, either principal or interest, or any other sum or sums secured by this mortgage, accordingly to the tenor and effect of said notes and the provisions of this mortgage, when the same become due, or to conform to or comply with any of the conditions or agreements contained in this mortgage, or in the notes secured hereby, the whole of said indebtedness hereby secured shall, at the option of the legal holder or holders hereof, become due and payable at once, without further notice, and this mortgage may be foreclosed.

It is further agreed that this mortgage, and the notes secured thereby, are executed under, and to be construed according to, the laws of the State of Oklahoma.

The above and foregoing conditions and covenants being performed, this conveyance to be void, otherwise, to be and remain in full force and effect.

Said party of the first part expressly waives the benefit of any stay, valuation and appraisement laws, and also all homestead and other exemptions.

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

Frank C. Giddings,

State of Oklahoma }
County of Tulsa) SS

Before me, the undersigned, a Notary Public, in and for said County and State, on this 1st day of December, A.D. 1922, personally appeared Frank C. Giddings, 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.

In testimony whereof, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My commission expires May 26, 1924.

(SEAL) Earl W. Tucker, Notary Public.