

title.

IT IS FURTHER AGREED AND UNDERSTOOD that said second party may pay any taxes or assessments levied against said premises, or any other sum necessary to protect the rights of such party or assigns, including assessments upon buildings, and recover the same from the first party, with 10 per cent ~~per cent~~ interest, and that every such payment is secured hereby, and as often as this mortgage or the notes secured hereby are placed in the hands of an attorney for foreclosure or collection, the holder hereof may recover from the first party an attorney fee of three hundred sixty dollars. Any expense of litigation or otherwise, including attorney's fees and an abstract of title to said premises, incurred by reason of this mortgage, or to protect its lien, shall be repaid by the mortgagors to the mortgagee or assigns, with interest thereon at 10 per cent per annum, and this mortgage shall stand as security therefor.

As additional and collateral security for the payment of the note and indebtedness hereinbefore described, the said parties of the first part hereby assign to the said party of the second part, its successors and assigns, all the profits, revenues, royalties, rights and benefits accruing to them under all oil, gas or mineral leases on said premises. This assignment is operative only in case of breach of the covenants and warranties herein, and is to terminate and become null and void upon release of this mortgage.

AND IT IS 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 as hereinbefore provided, and the said party of the second part or assigns shall be entitled to a foreclosure of this mortgage, and to have the said premises sold and the proceeds applied to the payment 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 mortgagors hereby consent, 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 appraisalment of said premises is hereby expressly waived, and all the covenants and agreements herein contained shall run with the land herein conveyed.

This mortgage and note and coupons secured thereby shall in ^{all} respects be governed and construed by the laws of Oklahoma.

B. E. Capps,
Hazel F. Capps.

State of Oklahoma)
County of Tulsa) SS

Before me, the undersigned, A. B. Foster, a notary public, in and for said county and state, on this 23rd day of October, A.D. 1922, personally appeared B. E. Capps, and Hazel F. Capps, 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 above set forth.

My commission expires Mar. 1, 1923.

(SEAL) A. B. Foster, Notary Public.

Filed for record in Tulsa County, Okla. on Nov. 8, 1922, at 1:15 P.M. and duly

recorded in book 431, page 86, By F. Delman, Deputy. (SEAL) C. D. Lawson, County Clerk.