

attorney's fees or other amounts payable hereunder.

SEVENTH, the said mortgagors further agree that in the event of any foreclosure of or under this mortgage appraisement is hereby expressly waived, and the said mortgagors will pay to the plaintiff in any foreclosure action a reasonable attorney's fee for the foreclosure of this mortgage; said fee to be due and payable upon the filing of petition for foreclosure; and the amount thereof to be recovered in said foreclosure suit and included in the judgment upon the indebtedness secured hereby and become part of said judgment. It is agreed that this provision is to be governed and construed by the laws of the State of Oklahoma.

EIGHTH, It is further covenanted and agreed by the said parties of the first part, that in case of default in the payments as herein provided, the said party of the second part, or the legal holder hereof, upon the institution of suit to foreclose, shall be entitled to the possession of said property by a receiver or otherwise, as it may elect. The foregoing covenants and conditions of this mortgage being performed, this conveyance to be void; otherwise in full force and virtue.

And the said parties of the first part, for them and their heirs, executors and administrators, covenant to and with said party of the second part, that lawfully seized in fee of the premises hereby conveyed and they have good right to sell and convey the same as aforesaid; that the said premises are free and clear from all incumbrance, that they will, and their heirs, executors, and administrators shall forever warrant and defend the title to the said premises against the lawful claims and demands of all persons whomsoever.

As additional and collateral security for the payment of the said note the mortgagor hereby assign to said mortgagee, its successors and assigns, all the right, royalties and benefits accruing to under all oil, gas or mineral leases on said premises; this assignment to terminate and become void upon release of this mortgage.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands the day and year above written.

W. S. Thomas

Marie Thomas

COMPARED

STATE OF OKLAHOMA, }  
Creek County } ss.

Before Me, the undersigned, a Notary Public, in and for said County and State on this 24th day of January A. D. 1923, personally appeared W. S. Thomas and Marie Thomas 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 above written.

My commission expires July 18, 1926

(SEAL)

H. L. Payne, Notary public

Filed for record in Tulsa County, Tulsa Oklahoma, Feb. 7, 1923 at 2:00 o'clock P. M. in Book 434, page 595

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, county clerk

221236 C.J.

COMPARED

KNOW ALL MEN BY THESE PRESENTS, That CENTRAL TRUST COMPANY OF ILLINOIS AND AKSEL K. BODFOLDT, as Trustees under an Indenture of Mortgage or Deed of Trust, dated June 1, 1913, executed by the Public Service Company of Oklahoma (said Aksel K. Bodholdt having been appointed a successor trustee to William T. Abbott, deceased, who was, by Indenture dated October 1, 1913, duly appointed a Co-Trustee under said Mortgage), for and in consideration of One dollar (\$1.00) and other good and valuable considerations, receipt whereof is hereby confessed, do hereby remise, convey, release and quit-claim unto said Public Service Company of Oklahoma, a corporation