

or assessments levied against said premises, or any other sum necessary to protect the rights of such party, or assigns, including, insurance upon buildings, and recover the same from the first party with ten per cent interest, and that every such payment is secured hereby; and that in case of foreclosure hereof, and as often as any foreclosure hereof may be filed, or note placed in the hands of an attorney for collection, the holder hereof may recover from the first party an attorney's fee of .....Dollars, which is secured hereby, and which the first party promises and agrees to pay together with all costs. Any expense incurred in litigation or otherwise, including attorney's fees and abstract of title to said premises, incurred by reason of this mortgage, or to protect its liens, shall be repaid by the Mortgagor.. to the Mortgagee or assigns, with interest thereon at the rate of ten per cent per annum, and this mortgage shall stand as security therefor.

And it is further agreed that upon a breach of the warranty herein, or upon a failure to pay when due any sum, interest, principal, or other items secured hereby, or any tax or assessment herein mentioned, or to comply with any requirements of the loan contract of this mortgage, 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, 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 appraisement 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 the note..secured thereby shall in all respects be governed and construed by the laws of Oklahoma.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand the day and year first above written.

J. H. Sirene

STATE OF OKLAHOMA, )  
COUNTY OF POTTAWATOMIE ) SS.

BEFORE me, the undersigned, a Notary Public in and for said County and State, on this 25th day of June, 1923, personally appeared J.H. Sirene and 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 January 10, 1927. (SEAL) E.B. Higgins, Notary Public.

Filed for record at Tulsa, Tulsa County, Oklahoma, July 12, 1923. at 3:00 O'clock P.M. and recorded in book 435, page 557.

By Brady Brown Deputy. (SEAL) O.G. Weaver, County, Clerk.