

secured as may be necessary, and all expenses or disbursements paid or incurred in that behalf in connection with such legal proceedings, including a reasonable attorney's fee, which shall not be less than ten per cent of the amount of such principal indebtedness, outlays for documentary evidence, stonographer's charges, costs of procuring or compiling an abstract showing the title to the said premises, including the judgment ordering sale thereof, shall be paid by the first party, and all like expenses and disbursements occasioned by any suit or proceeding wherein the second party or its successors or assigns, or any holder of any part of said indebtedness, may be a party, shall also be paid by the first party. Such expenses and disbursements shall be an additional lien upon said premises, and shall be taxes as costs and included in any judgment that may be rendered in such proceeding, which shall not be dismissed nor a release hereof be given until all such expenses and disbursements and the costs of suit have been paid.

ELEVENTH: It is expressly stipulated and agreed that the rents, issues and profits of the whole premises herein conveyed shall be and are hereby pledged for the payment of the debt hereby secured, the interest thereof as it matures, the premiums for insurance on the buildings, and the taxes and assessments on said premises, as they become due, and that upon default in the payment of any such interest, insurance, premiums, taxes or assessments, or the breach of any of the covenants or agreements herein, and the institution of proceedings to foreclose this mortgage, the plaintiff therein shall be entitled to have a receiver appointed, to take possession and control of the within described premises, and to collect the rents, taxes and profits thereof under the direction of the court without proof or legal showing required by the law of this state; the amount collected by such receiver to be applied under the direction of the court, to the payment of any judgment rendered or amount found due upon the foreclosure of this mortgage.

TWELFTH: The said party of the first part does hereby expressly waive the appraisalment of said real estate should the same be sold under execution, order of sale or other final process, and does further waive all benefits of the stay, valuation or appraisalment laws of the State of Oklahoma..

The foregoing covenants and each of them being performed, this conveyance to be void, and the second party or its successors or assigns shall release said premises from the lien hereof, but otherwise the same shall be in full force and effect.

IN TESTIMONY WHEREOF, Said party of the first part has her unto set his hand this 15th day of January 1923.

Attest: W. A. McDaniel
Neal Blackburn

E. E. Norvell

ACKNOWLEDGMENT.

STATE OF OKLAHOMA.)
County of Creek.)

Before me the undersigned, a Notary Public in and for said County and State, on this 19 day of January 1923, personally appeared E. E. Norvell, 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.

(Seal)
My commission expires Oct. 19, 1926.

L. R. Wade, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, January 30, 1923, at 4:20 o'clock P.M.
and recorded in Book 435, Page 86.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.