

the negotiability of such note.

Tenth. That in case of a foreclosure of this mortgage, and as often as any proceedings shall be taken to foreclose same, the first party shall pay to the plaintiff therein a reasonable attorney's fee of \$400. , together with abstractor's fee for supplemental abstract of title for use in said foreclosure proceedings, such fee to be due and payable upon the filing of petition for foreclosure, and the same shall be a further charge and lien upon the said premises; that upon the institution of proceedings to foreclose this mortgage, the plaintiff therein shall be entitled to have a receiver appointed by the court to take possession and control of the premises described herein, and to collect the rents and profits thereof, under the direction of the court, without the proof required by statute; the amount so 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; the first party hereby waives all benefits of the stay, appraisal, and exemption laws of the State of Oklahoma, this waiver to be effective or not at the option of the second party.

Eleventh. In construing this mortgage the words "first party" shall be held to mean the person or persons named in the preamble as parties of the first part jointly and severally; and the words "second party" shall include the mortgagee herein, and its successors or assigns.

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

Witnesses

H. C. Pector

M. V. Lilly

Aaron Tyner

Susie Tyner

STATE OF OKLAHOMA,)
Tulsa County.) ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 2nd day of March 1923, personally appeared Aaron Tyner and Susie Tyner 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 last above written.

My Commission expires Jan. 9, 1926 (SEAL) H. C. Pector, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Mar. 9, 1923 at 4:40 o'clock P. M.

in Book 442, page 384

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

224045 C. J.

MORTGAGE
(OKLAHOMA)

COMPARED

TREASURER'S ENDORSEMENT:
I hereby certify that I have received
from the State of Oklahoma the sum of \$12.00
for the purpose of recording this mortgage.
Witness my hand and official seal this 9th day of March 1923
WAYNE L. DRAKE, County Treasurer

Deputy

THIS INDENTURE Made this 26th day of February in the year of our Lord One Thousand Nine Hundred and Twenty Three between Aaron Tyner and Susie Tyner his wife of the County of Tulsa and State of Oklahoma, of the first part, (hereinafter called first party) and THE DEWING INVESTMENT COMPANY, of Oswego, Kansas, of the second part.

WITNESSETH, that the said party in consideration of the sum of Six Hundred Five and no/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do GRANT, BARGAIN, SELL AND MORTGAGE to the said party of the second part, its successors or assigns forever, all that tract or parcel of land situated in the County of Tulsa in the State of Oklahoma, described as follows, to-wit: