

~~CONFIDENTIAL~~

ment of said note or any installment of interest thereon when due or in the performance of any of the covenants, agreements, terms, or conditions herein contained, or if at any time any law of this State shall be enacted imposing or authorizing the imposition of any tax upon this mortgage or upon the debt secured hereby or upon the rendering by any court of competent jurisdiction of a decision that the undertaking by the party of the first part as herein provided to pay any tax or taxes herein agreed to be paid by said first party, is illegal or inoperative, the whole sum of money herein secured and all interest thereon to the date of payment thereof, to be computed at ten per cent per annum from the date of the exercise of option herein, may at the option of the holder of the note hereby secured and without notice, be declared due and payable at once, and this mortgage may thereupon be foreclosed immediately for the whole sum of said money, interest, and cost together with the statutory damages in case of protest, attorney's fees, and abstractor's fee for supplemental abstract for use in said foreclosure proceedings, anything in this mortgage or said notes contained to the contrary notwithstanding; Provided this agreement shall not be construed to include any personal tax when imposed against the holder of said notes or mortgage by any state at the residence or domicile of such holder; and said second party, its successors or assigns, or any legal holder hereof, shall at once, upon the filing of a bill for the foreclosure of this mortgage, be forthwith entitled to the immediate possession of the above described premises, and may at once take possession, and receive and collect the rents, issues and profits thereof; and it is further agreed that the contract embodied in this mortgage and note secured hereby shall in all respects be governed, construed and adjudged according to the laws of the State of Oklahoma at the date of their execution. PROVIDED, That no stipulation contained in this mortgage shall in anywise be deemed to impair 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 \$600.00 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, appraisement, 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:

A. H. Burgess
Leone Patton

Cyrus S. Avery
Essie M. Avery