

that upon the happening of any such contingencies, the party of the second part, its successors or assigns, may pay such taxes and assessments, and any other sum or sums necessary to preserve and protect such security and all such sums so expended shall bear interest at the rate of ten per cent per annum, and this mortgage shall stand as security therefor.

It is further stipulated and agreed, that in case the party of the second part, its successors or assigns, shall hereafter appear in any of the land departments of the General Government, or any court or tribunal whatever, in order to preserve the title to or possession of the premises hereby conveyed and warranted, that all such costs and expenses incurred therein shall bear interest at ten per cent thereafter, and that in case of foreclosure hereof, and as often as any proceedings shall be had or taken to foreclose same, the holder hereof may recover from the first party an attorney's fee of fifty dollars which sum shall be due upon the filing of a petition in foreclosure; and for all such costs, expense and attorney's fees, this mortgage shall stand as security.

It is further agreed and understood, that upon any breach of the warranty herein, or upon the failure or refusal to pay the principal indebtedness hereby secured when due, or any part thereof, or any interest thereon, at maturity, or any tax or assessment herein mentioned, or to comply with any requirements herein contained, that the whole sum hereby secured 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 said party of the second part, its successors or assigns, shall be entitled to a foreclosure of this mortgage, and to have the said premises sold and the proceeds thereof applied to the payment of the indebtedness hereby conveyed, and that immediately upon the filing of the petition in foreclosure the holder hereof shall be entitled to possession of said premises, and to each and every part thereof, and to collect and to apply the rents therefrom, less the reasonable expenditures, to the payment of said indebtedness, and for this purposes 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 damage, nor for any rentals other than those actually received. The appraisement of said premises is hereby expressly waived.

All covenants and agreements herein contained shall run with the land hereby conveyed; and this mortgage and the evidences of indebtedness hereby secured 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 on this the 14th day of March, A.D. 1923.

Paul E. Bower

State of Oklahoma)
Muskogee County) SS Before me, E. M. Zebold, a Notary Public, in and for said County and State, on this 15th day of March, 1923, personally appeared Paul E. Bower, a single man to me known to be the identical person whom 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 last above written.

(SEAL) E. M. Zebold, Notary Public.

My commission expires June 22nd, 1926.

Filed for record in Tulsa County, Okla. on March 19, 1923, at 1:40 P.M. and duly