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described real estate, and may at once take possession thereof by receiver as provided in paragraph eight hereof and received and collect the rents issues and profits thereof, and apply the same upon the indebtedness hereby secured and first parties hereby waive all benefits of the stay, valuation and appraisement laws, of the state of Oklahoma, and agree that this mortgage and the notes secured hereby shall in all respects be construed and adjudged according to the laws of the State of Oklahoma, in force at the date of their execution.

SEVENTH: That, in case of the foreclosure of this mortgage and as often as any proceedings shall, under the terms of this mortgage, be taken to foreclose same as herein provided, the first party will pay to the plaintiff, a reasonable attorney's fee therefor, in addition to all legal costs and fees, said attorney's fee to be due and payable upon the filing of petition for foreclosure, and the said sum shall be a charge and lien on the said premises described in this mortgage.

EIGHTH: That, upon the institution of proceedings to foreclose this mortgage, the plaintiff therein shall be entitled, without regard to the solvency or insolvency of the said first parties, or their assigns, to have a receiver appointed, without notice to the said first party, to take possession and control of the premises described herein and to collect the rents issues and profits thereof under the direction of the Court, and the net amounts so collected by such receiver after payment of costs and expenses to be applied, under the directions of the Court to the payment of the indebtedness herein and hereby secured and of any judgment rendered or amount found due upon the foreclosure of this mortgage. The above and foregoing covenants, and conditions being kept and performed this conveyance shall be void, otherwise to remain and be in full force and effect.

In witness whereof the said first parties, have hereunto set their hands this 26th, day of February, 1923.

Jas. H. Thomas

Eugenia Thomas, First Parties.

ACKNOWLEDGMENT.

STATE OF OKLAHOMA)
) SS
TULSA COUNTY.)

Before me, the undersigned Leslie E. Brooks, a Notary Public, in and for said County and State, on this 28th, day of February, 1923, personally appeared Jas. H. Thomas and Eugenia Thomas, his wife to me known to be the identical persons who executed the above 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 above written.

(SEAL) Leslie E. Brooks, Notary
Public.

My commission expires Mar. 29th, 1924.