

and at its, his, or her option only, and without notice, be declared due and payable at once, and this mortgage may thereupon be foreclosed for the whole of said money, interest and costs, together with the statutory damages in case of protest; and the legal holder thereof, shall, upon the filing of a petition 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 rents, issues and profits thereof, for value received, the party of the first part hereby waives all benefits of the stay, valuation or appraisal and exemption laws of the State of Oklahoma; and this mortgage and notes secured hereby, shall be construed and adjudged according to the laws of the State of Oklahoma, at the date of their execution.

Eighth: That in case of a foreclosure of this mortgage, and as often as any proceedings shall be taken to foreclose same, the first party will pay to the said plaintiff a reasonable attorney's fee of \$450.00 therefor, 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, and pay all legal costs of such action.

Ninth: That as additional and collateral security for the payment of the note hereinbefore described, and all sums to become due under this mortgage, said first party assigns to said party of the second part, its successors and assigns, all the rents, profits, revenues, royalties, bonuses, rights and benefits accruing to said first party under any and all oil and gas leases of said premises, at the date of execution of this mortgage, or that may be given or placed of record thereon, or on any part of said land, during the time this mortgage or any renewal thereof shall remain in force and effect, with the right to receive and receipt for the same and apply them to said indebtedness as well before as after default in the conditions of this mortgage, and said party of the second part its successors and assigns may demand, sue for and recover any such payments when due and payable, but shall not be required so to do. This assignment is to terminate and become null and void upon release of this mortgage.

Tenth: 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 directions 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 foregoing covenants and conditions being kept and performed, this conveyance shall be void; otherwise to remain of full force and effect.

Eleventh: In construing this mortgage the words "first party" wherever used shall be held to mean the persons named in the preamble as parties of the first part, jointly and severally.

First party agrees to pay the fees for recording the release of this mortgage.

In witness whereof, the said parties of the first part have hereunto set their hands the day and year first above written.

D. B. Layton,
Anna Layton.

Signed and delivered in the presence of
M. A. Williams,
W. N. Williams.

State of Oklahoma)

Tulsa County) ss Before me, R. A. Wallingford, a Notary Public, in and for said
County and State, on this 12th day of June, 1924, personally appeared D. B. Layton and