

to foreclose this mortgage the second party, its successors and assigns, shall be entitled to have a receiver appointed to take charge of said real estate during such litigation and period of redemption from sale thereunder accounting to the mortgagor for the net income only, applying the same in payment of any part of the debt secured hereby remaining unpaid.

All money paid by said second party, its successors and assigns, for insurance, taxes or assessments upon said property, and expense of continuation of abstract, and all expenses and attorney's fee incurred by said second party and assigns, with or without litigation to protect the lien of this mortgage or the priority thereof, shall be recoverable against said first parties, with penalties upon tax sales, and shall bear interest at the rate of ten per cent per annum, payable annually, and be secured by this mortgage.

And in case of foreclosure hereof said first parties hereby agree to pay an amount equal to ten per cent of the principal of the debt hereby secured, as attorney's fees in such foreclosure suit, to be secured by this mortgage, which shall be due and payable when suit is filed, and for the consideration above, hereby expressly waive the appraisal of said real estate and all benefits of the homestead and stay laws of said State, and consent that the decree of foreclosure provide for the sale of the whole of said premises together and not in parcels.

As additional and collateral security for the payment of the note and indebtedness hereinbefore described, the said parties of the first part hereby assign to the said party of the second part, its successors and assigns, all the profits, revenues, royalties, rights and benefits accruing to them under all oil, gas or mineral leases on said premises.

This assignment to terminate and become null and void upon release of this mortgage.

In testimony whereof, the said parties of the first part hereunto set their hands.

Edwin M. Macy,
Johnie Macy.

State of Oklahoma)
County of Tulsa) SS

Before me, the undersigned, a Notary Public, in and for said County and State, on this 16th day of June, 1924, personally appeared Edwin M. Macy and Johnie Macy, 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.

(SEAL) C. E. Dickson, Notary Public.

My commission expires March 15th, 1926.

Filed for record in Tulsa County, Okla. on June 18, 1924, at 4:40 P.M. recorded in book 449, page 561, Brady Brown, Deputy,

(SEAL) O. G. Weaver, County Clerk.

260922 - BH

RELEASE OF MORTGAGE.
(Individual)

In consideration of the payment of the debt therein, I do hereby release mortgage made by A. R. Avery (a single man) to Lee Clinton, Agent, and which is recorded in book 456 of mortgages, page 431, of the records of Tulsa County, State of Oklahoma, covering the lot seven (7) block seven (7) Clinton Heights, Red Fork, Oklahoma, as shown by the recorded plat thereof.

Witness my hand this 13th day of June, A.D. 1923.

Lee Clinton, Agent.

State of Oklahoma)
County of Tulsa) SS