

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 parties an attorney's fee of ten per cent. of the amount due on the principal note which sum shall be due upon the filing of a petition in foreclosure; and for all such costs, expenses and attorney's fees, this mortgage shall stand as security.

### COMPARED

It is further agreed and understood, that upon 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 secured; 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 the purpose 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 damages, nor for any rentals other than those actually received. The appraisalment 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 evidence of indebtedness hereby secured shall in all respects be governed and construed by the laws of Oklahoma.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands on this, the 20th day of April, A. D. 1923.

TREASURER'S ENDORSEMENT  
I hereby certify that I received \$180 and issued  
Receipt No. 9167 transfer in payment of mortgage  
tax on the within mortgage.  
Dated this 28 day of April, 1923  
SS. WAYNE L. DICKER, County Treasurer

STATE OF OKLAHOMA, )  
TULSA COUNTY, )

Before me, Martha R. Goodale a Notary Public in and for said county and State, on this 21 day of April 1923, personally appeared Ella Wilcox and H. H. Wilcox her husband, 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, the day and year last above named.

My commission expires Sept 17, 1926 (SEAL) Martha R. Goodale, Notary Public  
Filed for record in Tulsa County, Tulsa Oklahoma, April 28, 1923 at 11:30 o'clock A. M. in Book 450, page 236

By Brady Brown, deputy (SEAL) O. G. Weaver, County Clerk

228912 C.J.

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Dated this 28 day of April, 1923  
WAYNE L. DICKER, County Treasurer  
Deputy

OKLAHOMA REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: COMPARED

THAT Ella Wilcox and H. H. Wilcox her husband  
of the County of Tulsa and State of Oklahoma, parties  
of the first part, for and in consideration of the  
sum of One Hundred and Eighty and No/100 (\$180.00)

DOLLARS to them in hand paid by VIRGIL R. COSS MORTGAGE COMPANY, a corporation, of Muskogee, Oklahoma, party of the second part, the receipt whereof is hereby acknowledged, do by these