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receive and collect rents, issues and profits thereof. For value received, the first party hereby waives all benefits of the stay, valuation and appraisement laws of the State of Oklahoma.

Eighth: That first party will pay attorney's fee of \$10.00 and 10 per cent for the attorney employed to collect the sums secured by this instrument, if default be made in payment of the sums hereby secured when due, or when declared due under the terms hereof;; and also in the event of foreclosure of this mortgage, the said first party agrees to pay a reasonable attorney's fee of any persons employed to foreclose this mortgage; and the said attorney's fee in either case shall be a lien upon said premises and secured by these presents

Ninth: That upon the institution of proceedings to foreclose this mortgage, the plaintiff therein, without regard to the value of the mortgaged premises or the adequacy of any security for the mortgaged debt, shall be entitled to have a receiver appointed by the court, to take possession and control of the premises described herein, and to collect all rents, and profits thereof, under the direction of the court, without further proof; the amount so collected by such receiver to be applied, upon the direction of the court, to the payment of any judgement rendered or amount found due upon the foreclosure of this mortgage. The foregoing covenants and conditions being faithfully kept and performed this conveyance shall be void; otherwise of full force and effect.

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

Eleventh: Said first party agrees to pay for recording the release of this mortgage when same is paid.

IN TESTIMONY WHEREOF, The party of the first part has hereunto subscribed their names and affixed their seals.

Witnesses:

David A. Jepson

Marcelle H. Jepson

STATE OF OKLAHOMA)
Tulsa County) SS:

Before me, Maie P. Baker, a Notary Public, in and for said County and State, on this 19th day of June, 1923, personally appeared David A. Jepson and Marcelle H. Jepson, 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 the day and year last above set forth.

My commission expires Sept. 23, 1923 (SEAL) Maie P. Baker - Notary Public
Filed for record at Tulsa, Tulsa County, Oklahoma, June 19, 1923 at 4:05 o'clock P.M. and recorded in Book 457 Page 347

By Brady Brown - Deputy (SEAL) O. G. Weaver - County Clerk.

233693-ACM COMPANIES AFFIDAVIT

State of Oklahoma,)
County of Tulsa,) SS.

J. A. Phillips, first being duly sworn upon oath, deposes and says that he is a resident of the city of Tulsa, Okla. and is of legal age.

Affiant further states the he is a single man at this time and was not married at the time he conveyed the following described property to D. A. Beard

Lot 2, Block 1, Holmes addition to the City of Tulsa, Okla.

according to the Recorded Plat thereof.