

464

PROVISIONS
FOR AP-
POINTMENT
OF RECEIVER

THIRD--In case any bill or petition is filed in an action brought to fore-
close this mortgage, the Court may on motion of the Mortgagee, its succes-
sors or assigns, without respect to the condition or value of the property
herein described, appoint a Receiver to take immediate possession of the mortgaged premises,
to maintain and lease the same, and to collect the rents and profits arising therefrom
during the pendency of such foreclosure and until the debt is fully paid and apply such
rents and profits to the payment and satisfaction of the amount due under this mortgage,
first deducting all proper charges and expenses attending the execution of said Trust.

PROVISIONS
FOR ATTOR-
NEY'S FEES
AND COSTS

FOURTH--In the event of this mortgage being foreclosed or of proceedings
being brought for that purpose, the said Mortgagors, their heirs, legal
representatives and assigns, shall pay such sum as the Court shall consider
reasonable as attorney's fees, the same to be taxed as part of the cost of the case, for the
benefit of the plaintiff or complainant, and the same shall be a lien on the premises here-
by mortgaged, and shall be due and payable when action is commenced; and for the considera-
tion above, the appraisal of said real estate and all benefits of the homestead and stay
laws of said state are hereby expressly waived.

FIFTH-- In the event of the enactment after the date hereof of any Federal or State
Law deducting from the value of land for the purpose of taxation any lien thereon, or
changing in any way the laws for the taxation of mortgages, or security deeds, or debts,
secured by mortgages or security deeds, or the manner of the collection of any such taxes
so as to affect this instrument, or the debt hereby secured, the holder of this instrument,
and of the debt hereby secured shall have the right to give 60 days notice in writing to
the Mortgagors or to the then owner of record of the premises herein described, that the
holder of this instrument and of the debt hereby secured requires payment at the end of 60
days after the date of such notice shall be so given the debt hereby secured shall become
due, payable and collectable at the expiration of such 60 days, anything herein to the
contrary notwithstanding. Such notice shall be deemed to have been duly given if personally
delivered to the Mortgagor, or said owner, or mailed to the Mortgagor or said owner, at his
her, their or its address last known to the then holder hereof.

IN WITNESS WHEREOF, the said Mortgagors have hereunto set their hands and seals the
day and year first above written.

Henry H. Parks

Maggie Parks

STATE OF OKLAHOMA)
TULSA COUNTY) ss.

Before me, the undersigned, a Notary Public in and for said County and State,
on this 12th day of July 1923, personally appeared Henry H. Parks and Maggie Parks Husband
and wife to me known to be the identical persons who executed the within and foregoing in-
strument 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.

My commission expires Jan. 26, 1927

(SEAL)

Helen Carnahan, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, July 11, 1923 at 3:30 o'clock P. M.
in Book 464, page 113

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk