tax on the within morrgage. Dated this 2. day of <u>F</u> 192.3 WW Stuckey . County Treasurer

TREASURER'S LIVAUREEMENT

thereby certify that I received S./1.2.9 and issued Receipt No. 12973 therefor in payment of murgage

all policies and renewals of some shall be delivered to said second party or his moresentative.

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Party of the first part and her heirs, executors, administrators and assigns, will warrant the quiet enjoyment/of the aforessid premises to the said party of the second part, his heirs, executors and assigns, and will forever defend they aforessid premises sgainst the lawful claims and demands of all persons.

It is further agreed and understood that the said second party may pay any taxes and assessments levied against said premises or any other sum necessary to protect the rights of such/party or its assigns, including insurance upon buildings, and recover the same from the first party with ten per cent interest, and that every such payment is secured hereby, and that in case of a foreclosure her of and as often as any foreclosure hereof may be filed, the holder hereof may recover from the firstparty an attorney fee of two hundred dollars, or such different sum as may be provided for by said note, which shall be dut upon the filing of the petition in foreclosure and which is secured hereby, and which the first party promises and agrees to pay, together with expenses of examination of tible in paparation for foreclaure. Any expense incurred in litigation or otherwise, including attorney fees and abstract of title to said premises incurred by reason of this mortgage or to protect its liens, shall be repaid by the mortgagor to the mortgagee or assigns, with interest thereon at lOper cent per annum, and this mortgage shall stand as security therefor.

And it is further agreed that upon a breach of the warranty herein or upon a failure to pay when due any sum, interest or principal, secured hereby, or any tax or assessment herein mentioned, or to comply with any requirements herein or upon any waste upon said premises, or any removal or destruction or any building or other improvements thereop, without the consent of the said second party, the whole sum secured hereby shall at once and without notice become due and payable at the option of the holder thereof and thall beer interest thereafter at the rate of ten per cent per annum, and thessid party of the second part of its assigns shall be entitled to a forechsure of this mortgage and to have the said premises sold and the proceeds applied to the payment of the sums secure hereby; and that immediately upon the filing of the petition innforeclosure the holder hereof shall be entitled to the possession of the sid prmises, and to collect and apply the rents thereof, less reasonable expenditures, to the payment of said indebtedness, and for this purpose the holder her of shall be entitled to a receiver, to the appointment of which the mortgagor hereby consents, 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 rental or damage other than for rents actually received; and the appreisement of said premises is hereby expressly waived. And all the covenants and agreements herein contained shall run with the land herein conveyed.

This mortgage and the note and coupons secured thereby, shall in all respects be governed and construed by the laws of the State of Uklahoma.

NO.

Anna E. Tucker. Dated this 16th day of June, 1923.

Signed in the presence of

Romehldn: T.: McDonnell, Marie A. McGowan.

State of Pennsylvania, SS Philadelphia County ) Before me Romauld T. McDonnell, a Notary Public, in andfor said County and State, on this - - - day of Jne, 1923, personally appeared Anna E. Tucker, to me known to be the identical person who executed the within and forgoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for