

-471

of which this mortgage is security. If however, said mortgagee shall not take possession of said property for the reason aforesaid, the said mortgagor shall retain possession and control, and have the ordinary use and benefit of said mortgaged property at his own expense as the owner thereof, until default, or until a breach of one or more of the conditions of this mortgage, which are agreed upon by the parties hereto as follows: **COMPARED**

1st. Said mortgagor shall keep the actual possession of said property.

2nd. Said mortgagor shall use reasonable care and prudence to preserve and keep all of said property in good condition.

3rd. The increase, if any, of said property shall remain with and be deemed a part of said mortgaged security, and subject to the lien of this mortgage.

4th. No part of said mortgaged property shall be sold or disposed of in any way by said mortgagor without the written consent of said mortgagee.

5th. Said mortgagor shall not cause or permit said property to become subject to any lien or incumbrance of any kind other than this mortgage without the written consent of said mortgagee.

6th. Said mortgagor shall not remove or permit the removal of said property from said county of Tulsa.

7th. Said mortgagor shall not secretly run off, remove or conceal, nor attempt to run off, remove or conceal any of said property nor permit any such act to be done.

It is expressly agreed by the parties hereto, that in case default should be made in the payment of said note or notes at maturity, or in case said mortgagor shall violate or commit a breach of any one or more of the foregoing express conditions of this mortgage, that in such case, said note or notes, and each and all of them, and the whole of said mortgage debt shall at the option of said mortgagee, become immediately due and payable, and said mortgagee shall have the right to the immediate possession of said mortgaged property, and the right to take immediate possession of the same, and to foreclose this mortgage to satisfy the whole of said mortgage debt, and interest and cost of foreclosure. See provision on back hereof.

Demand for payment or the performance of the act for which this mortgage is security, from said mortgagor and actual notice to said mortgagor of the time and place of sale, shall be and are hereby wholly waived by said mortgagor in case said mortgage shall foreclose this mortgage, and the mortgagor's right of redemption, by sale of said mortgaged property.

An attorney's fee of ten per cent may be taxed and made a part of the costs of foreclosure, providing this mortgage is foreclosed by an attorney of record of this State, and the name of such attorney appears as attorney on notice of sale.

In case this mortgage is foreclosed by action or suit in court, then it is agreed that a receiver be appointed by the court to take possession of the mortgaged property and sell the same under the order and direction of the court.

It is expressly covenanted that this mortgage binds the mortgagor personally to perform the act for the performance of which it is a security and that all the terms and conditions of this mortgage are binding upon the parties hereto, their heirs, executors, administrators and assigns, respectively.

Upon full payment of this mortgage or performance of which it is a security, then these presents and every thing herein contained shall be void, and the same shall be discharged of record as required by law.

In witness whereof, the mortgagor has hereunto set his hand and seal the day and year first above written.