

notice, and this mortgage may therefore be foreclosed immediately for the whole of said debt, interests, costs, and other amounts payable hereunder.

SECOND-Should the said Mortgagor, his heirs, legal representatives or assigns, fail FOR NON-PAYMENT TAXES to make payment of any taxes, assessments, fire insurance premiums and other charges payable by him, the said Mortgagee, may at its option make payment thereof, and the amounts so paid with interest thereon at ten per centum per annum shall be added to and become part of the debt secured by this mortgage without waiver of any rights arising from breach of any of the covenants, and for such payment with interest as aforesaid the premises hereinbefore described as well as the Mortgagor, his heirs, legal representatives and assigns, shall be bound to the same extent that they are bound for the payment of the notes herein described.

THIRD-In case any bill or petition is filed in an action brought to foreclose this mortgage, the Court may on motion of the Mortgagee, its successors or assigns, without respect to the condition or value of the property herein described, appoint a Receiver to PROVISIONS FOR APPOINTMENT OF RECEIVER 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.

FOURTH-In the event of this mortgage being foreclosed or of proceedings being brought PROVISIONS FOR ATTORNEY'S FEES AND COSTS for that purpose, the said Mortgagor, his 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 hereby mortgaged, and shall be due and payable when action is commenced; and for the consideration 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 Mortgagor 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, and if 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 Mortgagor has hereunto set his hand and seal the day and year first above written.

C. H. Overton

COMPARED

STATE OF OKLAHOMA,)
Tulsa County.) ss.

Before me, the undersigned, a notary public in and for said County and State, on this 25th day of October 1923, personally appeared C. H. Overton, a single man to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.