

first parties an attorney's fee of seventy dollars which is secured hereby, and which the first parties promises and agrees to pay, together with all costs.

It is further agreed, that any expense incurred by second party, or assigns, in litigation or otherwise, including attorney's fees and abstract of title to said premises, by reason of this mortgage or to protect its lien or to enable it to bring suit to foreclose this mortgage, shall be repaid to second party, or assigns, by first parties with interest thereon at the rate of ten per cent per annum, which is secured hereby.

It is further agreed and understood, that any and all oil, gas or mineral leases now on the sforescribed premises, and all interest and rights therein, are hereby assigned to the second party. It is further agreed, that upon the performance of all the conditions of this mortgage by the first parties and release hereof by the second party, or assigns, all rights conferred by this assignment shall cease and terminate, and this assignment shall become null and void.

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 requirement herein, the whole sum secured hereby shall at once and without notice become due and payable, at the option of the holder hereof, and shall bear interest thereafter at the rate of ten per cent per annum until paid.

It is further agreed, that upon the default by the first parties in the performance of any of the conditions, covenants or agreements of this mortgage, the holder hereof may, at his election, take possession of said premises and receive and collect all rents, profits and emblements arising therefrom, which are hereby pledged to the payment of the sum due or to become due hereunder, and such holder shall be entitled to a foreclosure of this mortgage and to have the premises sold and the proceeds applied to the payment of the sums secured hereby, and that immediately upon the filing of the petition in foreclosure, the holder hereof shall be entitled to a receiver, to the appointment of which the first parties hereby consent, 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 appraisalment of said premises is hereby expressly waived. And all the covenants, agreements and conditions herein contained shall run with the land herein conveyed.

In witness whereof, the said parties of the first part have hereunto set their hands the day and year first above written.

Witnesses:

Lula Sanders, nee Curtis,
Cadoza, Sanders,

State of Oklahoma)

County of Muskogee) SS
Before me, the undersigned, a Notary Public, in and for said County and State, on this 27th day of December, 1923, personally appeared Lula Sanders, nee Curtis and Cadoza Sanders, her husband, 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 above set forth.

(SEAL) Loretto Kelly, Notary Public.

My commission expires July 13th, 1925.

Filed for record in Tulsa County, Okla. on Jan. 2, 1924, at 11:10 A.M. recorded in book 481, page 191, Brady Brown, Deputy,

(SEAL) O.G. Weaver, County Clerk.

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