

the laws of the State of Oklahoma at the date of their execution.

Eighth. That in case of a foreclosure of this mortgage, and as often as any proceedings shall be taken to foreclose same, the first party will pay to the said plaintiff a reasonable attorney's fee of \$1500.00 therefor, fee to be due and payable upon the filing of petition for foreclosure, and the same shall be a further charge and lien upon the said premises, and pay all legal costs of such action.

Ninth. That as additional and collateral security for the payment of the note hereinbefore described, and all sums to become due under this mortgage, said first party hereby assigns to said party of the second part, its successors and assigns, profits, revenues, royalties, rights and benefits accruing to said first party under any and all oil and gas leases on said premises, with the right to receive and receipt for the same and apply them to said indebtedness as well as after default in the conditions of this mortgage, and said party of the second part, its successors and assigns may demand, sue for and recover any such payments when due and payable, but shall not be required so to do. This assignment is to terminate and become null and void upon release of this mortgage.

Tenth. That upon the institution of proceedings to foreclose this mortgage, the plaintiff therein shall be entitled to have a receiver appointed by the court to take possession and control of the premises described herein, and to collect the rents and profits thereon, under the direction of the court without the proof required by statute; the amount so collected by such receiver to be applied, under the directions of the court, to the payment of any judgment rendered or amount found due upon the foreclosure of this mortgage.

The foregoing covenant and conditions being kept and performed, this conveyance shall be void; otherwise to remain in full force and virtue.

Eleventh. In construing this mortgage the words "first party" wherever used shall be held to mean the persons named in the preamble as parties of the first part, jointly and severally.

First party agrees to pay the fees for recording the release of this mortgage.

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

Signed and delivered in the presence of  
M. V. Lilly,  
E. A. Lilly,  
Frank Hudson,  
A. T. SeEVERS,

State of Oklahoma )  
Tulsa County ) SS

E. B. Hoss,  
R. H. Hoss,  
Lulu N. Vandervoort,  
Charles Edwin Vandervoort,  
Francis Pearl Vandervoort,  
Elizabeth O. Lillie,  
Gordon A. Lillie,  
James A. Vandervoort,  
Evelyn E. Vandervoort,

Before me, H. C. Pastor, a Notary Public, in and for said County and State on this 20th day of November, 1923, personally appeared E. B. Hoss, R. H. Hoss, 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 last above written.

(SEAL) H. C. Pastor, Notary Public.

My commission expires Jan. 19, 1926.

State of Oklahoma )  
Pawnee County ) SS

Before me, Hazel Reagan, a Notary Public, in and for said County and State, on this 20th day of November, 1923, personally appeared Lulu H. Vandervoort, widow, and Charles Edwin Vandervoort, and Francis Pearl Vandervoort, his wife, Elizabeth V. Lillie and Gordon A. Lillie, her husband, and James A. Vandervoort, and Evelyn E. Vandervoort, his wife, to me known to be the identical persons who executed the within and foregoing instrument