

as if specifically described herein; and that in case of a foreclosure hereof, and as often as any foreclosure hereof may be filed, the holder hereof may recover from the first party an attorney's fee equal to ten per cent of the total amount for which such foreclosure is filed or had, which shall be due 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 all costs, including expenses of examination of title in preparation for foreclosure. Any expense incurred in litigation or otherwise, including attorneys fees and an abstract of title to said premises, incurred by reason of this mortgage, or to protect its lien, shall be repaid by the mortgagor, to the mortgagee, or assigns, with interest thereon at ten per cent per annum, and this mortgage shall stand as security therefor.

#### COMPARED

It is further agreed that upon a breach of the warranty herein or in the event of default in payment of installments of principal and interest for the space of three months, or non-payment of insurance premiums, taxes, assessments, or other charges, or failure to insure the premises or to pay any premium for any such insurance which may have been advanced by said second party, or failure to keep the said improvements in good repair and in a tenable condition, or in the event any act of waste is committed on said premises, in any of which events the entire debt shall become due and payable at the option of said party of the second part or its assigns, the said party of the second part or assigns, shall be entitled to a foreclosure of this mortgage and to have the said premises sold and the proceeds applied towards the payment of the indebtedness due the said second party, or its assigns, ascertained in accordance with the terms of the note and contract secured hereby, and that immediately upon the filing of the petition in foreclosure the holder hereof shall be entitled to the possession of the said premises, and to collect and apply the <sup>rents</sup> thereof, less reasonable expenditures, to the payment of said indebtedness, and for this purpose the holder hereof 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, the mortgagor hereby waiving any and all damage arising by reason of the taking possession of said premises as aforesaid, and for any and all other damage or liabilities that may occur to said property when in the possession of said mortgagee; and all the covenants and agreements herein contained shall run with the land herein conveyed.

This mortgage and the note and contract secured thereby shall in all respects be governed and construed by the laws of Oklahoma.

In witness whereof, said Tulsa Realty Investment Company has hereunto caused this instrument to be executed in its corporate name, by its appropriate officers, and under its corporate seal, the day and year above written.

(Corp. Seal) Tulsa Realty Investment Company.

By Dr. T. A. Penney, President.

Attest: Forrest C. Welch, Secretary.

*State of Oklahoma, County of Tulsa*  
Before me, a Notary Public in and for said county and State on this 26 day of September, A.D. 1923, personally appeared Dr. T. E. Penney, to me known to be the identical person who subscribed the name of Tulsa Realty Investment Company, maker thereof, to the foregoing instrument, as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

Witness my hand and official seal the day and year first above written.

(SEAL) Guy W. Settle, Notary Public.

My commission expires June 15th, 1926.