

contained in this mortgage shall in anywise be deemed to impair the negotiability of such note.

TENTH. That in case of a foreclosure of this mortgage, and as often as any proceedings shall be taken to foreclose same, the first party shall pay to the plaintiff therein a reasonable attorney's fee of \$130, together with abstractor's fee for supplemental abstract of title for use in said foreclosure proceedings, such 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; that 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 thereof, under the direction of the court, without the proof required by statute; the amount so collected by such receiver to be applied, under the direction of the court, to the payment of any judgment rendered or amount found due upon the foreclosure of this mortgage; the first party hereby waives all benefits of the stay, appraisal, and exemption laws of the State of Oklahoma, this waiver to be effective or not at the option of the second party.

ELEVENTH. In construing this mortgage the words "first party" shall be held to mean the person or persons named in the preamble as parties of the first part jointly and severally; and the words "second party" shall be held to mean the person or persons named in the preamble as parties of the first part jointly and severally; and the words "second party" shall include the mortgagee herein, and its successors or assigns.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

Witnesses:

Gus W. VanBeek
Lucille Van Beek

Nettie Pickett Stone

Harry B. Stone

STATE OF OKLAHOMA,)
Tulsa County.) ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 24th day of November, 1924, personally appeared Nettie Pickett Stone and Harry B. Stone, wife and 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.

My commission expires Feb. 1, 1928. (Seal)

Beulah A. Seifried, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, Nov. 29, 1924, at 11:05 o'clock A.M. and recorded in Book 490, Page 371.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

273027 C.M.J.

Filed May 23, 1924 @ 11:00 A.M. File No. 123780
Recorded in Book 280, Page 633.

INTERNAL REVENUE
\$ 10.00
Cancelled

COMPARED

DECLARATION OF TRUST.

Desiring to establish a trust estate for the benefit of ourselves and families and for the benefit of those whoever they may be, who shall be furnishers of capital to develop the same to its better earning power, and in order that the same shall not be subject to the necessities of our personal fortunes or the mistakes that the inexperience of our children might make therein, until they have reached business maturity, We, H. U. Bartlett, Eva M. Bartlett and H. E. Whitehead of Sapulpa, Oklahoma, being the owners thereof, hereby give, donate, transfer, make over, assign, deed and convey to H. U. Bartlett, and L. O. Lytle of Sapulpa, Oklahoma, as trustees and to whomever shall be as hereinafter stated, added to us or substituted for us, in that capacity, the following real estate, situated in Creek and