

whatever nature, including attorneys fees in all actions attacking such title, or the validity of this mortgage and if said prior mortgage be assigned in trust or otherwise to another than the second party, then any part of principal or interest secured hereby, which maybe paid or advanced, taken up, held or owned by said second party, and any other sum paid as authorized, shall be a further lien upon said land, and be secured hereby together with interest thereon at ten per cent per annum from date of such payments and may be included in any judgment or decree entered thereon; and in case of a foreclosure of this mortgage to pay an attorney fee of fifty dollars to be due upon the filing of the petition in foreclosure, and which is secured ^{hereby} the same as said notes. And in case of a failure to pay any of said notes when the same is due, or to pay any interest on the notes secured by said prior mortgage when it is due, or to pay any tax or assessment levied against said land when the same is due or to perform any of the covenants or agreements in said prior mortgage the whole of the notes hereby secured shall at once, at the option of the holder thereof, become due and payable, and such holder shall be entitled to a foreclosure of this mortgage and to have the said premises sold and the proceeds applied to the payment of the sums secured hereby, and in case of any such foreclosure any interest upon the note or notes secured by said prior mortgage at the time paid, advanced, held or owned by the holder hereof shall be included in such foreclosure, and is secured hereby in the same manner as said notes. And any sums paid by the holder hereof in defending the title to said premises, or discharging any liens thereon, whether as attorneys fees, costs or otherwise with interest thereon at the rate of ten per cent per annum is secured hereby, and may be included in a foreclosure hereof and the said parties of the first part hereby expressly waive appraisal of said premises. And all covenants and agreements herein contained shall run with the land herein conveyed, It is further covenanted and agreed by the said parties of the first part that in case of default in the payments as herein provided the said party of the second part or the legal holder hereof upon the institution of suit to foreclose shall be entitled to the possession of said property by a receiver or otherwise, as it may elect. The foregoing covenants and conditions being performed the conveyance to be void, otherwise in full force and effect.

This mortgage shall in all respects be governed and construed by the laws of the State of Oklahoma, at the date of its execution.

Signed and delivered this 4th day of June, 1924.

By the request of

Nelle Murray,
P. J. Murray.

State of Oklahoma, County of Tulsa, OSS.

Before me, the undersigned, a Notary Public, in and for said County and State, on this day of July, A.D. 1924, personally appeared Nelle Murray, wife of P. J. Murray, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein set forth.

Witness my hand and official seal the day above written.

(SEAL) Chas. C. Darden, Notary Public.

My commission expires Sept. 13, 1927.

State of Oklahoma, County of Lincoln, SS.

Before me, the undersigned, a Notary Public, in and for said County and state, on this 12th day of July 1924, personally appeared P. J. Murray, husband of Nelle Murray, 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.