

successors or assigns, may insure said property and pay such taxes and assessments, and the money expended therefor shall be secured by this mortgage and bear interest from the date of payment by the second party at the rate of ten per cent per annum, payable semi-annually.

It is further expressly agreed, by and between the parties hereto that if any default be made in the payment of the principal sum of this mortgage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal sum, with interest, shall be due and payable, and this mortgage may be due and foreclosed and said second party shall be entitled to the immediate possession of the premises and all rents and profits thereof as additional collateral security. To which end the mortgagee shall be entitled, and the mortgagor hereby consents to and waives notice of the application for the appointment of a receiver, either at the time of, or after the commencement of such action, the mortgagee and such receiver to be in no event held to account for any rentals or damages other than ^{for} rents actually received; the mortgagor hereby waiving any and all damages arising by reason of the taking of said premises into possession as aforesaid, and any and all damages liability that may occur to said property while in possession of said mortgagee or such receiver.

Said party of the first part hereby agrees that in the event action is brought to foreclose this mortgage they will pay all expenses of collection including a reasonable attorney's fee of ____ dollars, which this mortgage also secures, and which shall be due upon the filing of the petition in foreclosure.

No waiver of any default hereunder shall affect or be deemed a waiver of any other default.

Party of the first part, for said consideration, does hereby expressly waive appraisal of said real estate and all benefits of the homestead, exemption and stay laws in Oklahoma.

Dated this 19th day of July, 1924.

Shallenberger Constr. Co.,
By F. E. Shallenberger, Pres. & Treas.

State of Oklahoma)
County of Tulsa) SS Before me, a Notary Public, in and for said County and State, on this 19th day of July, 1924, personally appeared Shallenberger Construction Co., F. E. Shallenberger, Pres. & Treas. to me personally known to be the identical person 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 signature and official seal, the day and year last above written.

(SEAL) Emily H. Bartay, Notary Public.

My commission expires Mar, 19, 1928.

Filed for record in Tulsa County, Okla. on July 23, 1924, at 2:20 P.M. recorded in book 491, page 212, Brady Brown, Deputy.

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

263730 - BH

AFFIDAVIT.

State of Oklahoma)
County of - -) SS Before me, a Notary Public, in and for the above named County and State personally appeared Charles M. McClellan, who, being sworn, says, that he is the father of Mrs. Mary Comer (nee McClellan) Mrs. Susie Ware (nee McClellan) Mrs. Lela M. Butcher (nee McClellan) John F. McClellan, and Steve F. McClellan, mentioned in an affidavit executed by him on the 7th day of January, 1914 as heir of Charles W. McClellan deceased, and that he knows Lela M. Butcher, (Nee McClellan).