

lease upon said premises a binding receipt for any rentals, under the terms of said lease or leases, and to demand, sue for and recover any such rentals when due or delinquent. Provided however that said mortgagee shall be chargeable with no responsibility with such collection rights and benefits, nor be accountable for said rentals except as to sums actually collected.

Said mortgagor further expressly agree that in case of foreclosure of this mortgage, and as often as any proceedings shall be taken to foreclose same as herein provided attorney fees as provided in any of the notes above described will be paid to said mortgagee. Said fees shall be due and payable upon the filing of the petition for foreclosure and the same shall be a further charge and lien upon said premises and the amount thereof shall be recovered in said foreclosure suit and included in any judgment rendered, and the lien thereof enforced in the same manner as the principal debt hereby secured.

Now, if said mortgagors shall pay or cause to be paid to said mortgagee, its successors or assigns, said sums of money specified in the above described notes, together with the interest thereon according to the term and tenor of said notes, and shall keep and perform during the existence of this mortgage the covenants and agreements herein contained, then these presents shall be wholly discharged and void, otherwise the same shall remain in full force and effect, but if default be made in the payment of the notes, or any of them, when due or in case default in the performance of or refusal to observe any of the covenants, agreements or conditions herein contained, the entire principal sum hereby secured and all interest due thereon may at the option of the mortgagee and without notice be declared due and payable at once and this mortgage may thereupon be foreclosed immediately to enforce payment thereof, including interest, costs, charges including all sums paid out for abstracts or supplemental abstracts covering said property and fees including attorney's fees herein mentioned or contemplated, and mortgagee shall at once upon the filing of petition for the foreclosure of this mortgage, be forthwith entitled to the immediate possession of the above described premises and may at once take possession of the same and receive and collect the rents, issues and profits therefrom and if necessary may have a receiver appointed by a Court of proper jurisdiction for such purposes and all costs, charges and fees incurred shall constitute and be an additional lien under the terms of this mortgage.

Said mortgagors waive notice of election to declare the whole debt due as above provided and also the benefit of stay, valuation or appraisal laws. All of the covenants, agreements and terms contained herein shall be binding on the mortgagors, their heirs, personal representative and assigns, and shall be for the benefit of the mortgagee, its successors and assigns.

IN WITNESS WHEREOF, said party of the first part has hereunto set his hand the day and year first above written.

M. L. Neely

State of Oklahoma, Tulsa County, SS.

Before me John M. Wilson, a Notary Public in and for said County and State, on the 12th day of August 1924 personally appeared M. L. Neely, a widower, 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.

Witness my hand and official seal in said County and State, the day and year last above written.

My commission expires January 10, 1927 (Seal) John M. Wilson, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma on August 12, 1924 at 4.30 o'clock P. M. in  
Brady Brown, Deputy (Seal) O. G. Weaver, County-Clerk