

and liens, and pay all costs thereof, and the amounts so expended therefor, with interest at the rate of ten per cent on sums <sup>paid</sup> for insurance and protection of title, and to release liens, and for costs thereof, from date of such expenditure until paid, and with the penalties and rates of interest fixed by law, on such taxes, charges, assessments rights and impositions shall be considered a sum the repayment of which is to be hereby secured.

Seventh: That if the makers of said note or notes shall fail to pay any of said money, either principal or interest, whenever the same becomes due, or in case the said first party shall commit waste upon said premises or suffer the same to be done thereon, or fail to conform to or comply with any of the covenants contained in this mortgage, the whole sum of money herein secured may, at the option of the holder of the note hereby secured, and at its his, or her option, only and without notice, be declared due and payable at once, and this mortgage may thereupon be foreclosed for the whole of said money, interest and costs, and said second party, his heirs, executors, administrators or assigns, or any legal holder thereof, shall at once, upon the filing of a petition for the foreclosure of this mortgage, be entitled to the immediate possession of the above described premises, and may at once take possession and receive and collect rents, issues and profits thereof. For value received, the first party hereby waives all benefits of the stay, valuation and appraisement laws of the State of Oklahoma.

Eighth: That first party will pay attorney's fee of \$10.00 and ten per cent for the attorney employed to collect the sums secured by this instrument, if default is made in payment of the sums hereby secured when due, or when declared due under the terms hereof; and also in the event of foreclosure of this mortgage, the said first party agrees to pay a reasonable attorney's fee of any person employed to foreclose this mortgage; and the said attorney's fee in either case shall be a lien upon said premises and secured by these presents:

Ninth: That upon the institution of proceedings to foreclose this mortgage, the plaintiff wherein, without regard to the value of the mortgaged premises or the adequacy of any security for the mortgaged debt, shall be entitled to have a receiver appointed by the court, to take possession and control of the premises described herein, and to collect all rents, and profits thereof, under the direction of the court without further proof; 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 foregoing covenants and conditions being faithfully kept and performed this conveyance shall be void; otherwise of full force and effect.

Tenth: In construing this mortgage the words "first party" shall be held to mean the persons named in the preamble as party of the first part, jointly and severally.

Eleventh: Said first party agrees to pay for recording the release of this mortgage when same is paid.

In testimony whereof, the party of the first part has hereunto subscribed their names and affixed their seals.

Mary Freymuth,  
J. J. Freymuth,  
Ella M. Freymuth  
Beatrice M. Junger, nee Freymuth.

State of Oklahoma }  
Tulsa County ) SS

Before me, Maie P. Baker, a Notary Public, in and for said County and State, on this 5th day of December, 1924, personally appeared Mary K. Freymuth, Ella M. Freymuth, Beatrice M. Junger, nee Freymuth, and A. J. Freymuth, 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 *set forth*.