

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. 493

Said mortgagors 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 terms 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. PS Jm

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 representatives and assigns, and shall be for the benefit of the mortgagee, its successors and assigns.

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

Louise Argue Oak

D. P. Oak

STATE OF OKLAHOMA Tulsa County, ss

Before me, D. G. Kehrer, a Notary Public in and for said County and State, on this 27th day of October, 1924, personally appeared Louise Argue Oak and D. P. Oak, 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 in said County and State, the day and year last above written.

My commission expires July 15, 1928

(SEAL)

D. L. Kehrer, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Oct 27, 1924 at 4:30 o'clock P. M. in Book 498, page 252 By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk