

not be paid before the same become delinquent, the holder of either and each of said notes and this mortgage may, without notice to said parties of the first part, elect to declare the whole sum or sums and interest thereon, and attorney fees therein provided for, due and payable at once, and proceed to collect said debts, interest and attorney fees set out and mentioned in said notes, and each or either of them, according to the terms and tenor thereof; and also all sums, if any, paid as taxes, legal assessments and interest thereon; and also to foreclose this mortgage; whereupon the said party of the second part, its successors and assigns, shall become and be entitled to the possession of said premises so mortgaged, and shall be entitled to the rents and profits thereof, and shall be entitled to the appointment of a receiver for the collection of such rents and profits. Appraisement of said premises being hereby waived.

And it is further expressly agreed that as often as any proceeding is taken to foreclose this mortgage said parties of the first part shall pay to said party of the second part, its successors and assigns, a sum reasonable as attorney fees for such foreclosure in addition to other legal costs, and that such attorney fees shall likewise be a lien upon the premises hereinabove described and a part of the debt secured by this mortgage.

It being expressly understood and agreed that the Trustee named herein accepts the trust created by this instrument without any representations as to the ownership of the mortgaged premises, nor as to the validity or legality of this instrument and lien, or the mortgage created thereby, but agrees to discharge the duties of Trustee herein provided for with reasonable diligence and care; that by the acceptance of the same by the said Trustee, the said Exchange Trust Company shall not be construed as making the said Trustee liable for any defects of title, nor liable in any respect or on any account, except for its own willful neglect or failure to exercise reasonable care in the premises.

It being further stipulated and agreed by and between the parties hereto that all of the terms and conditions hereof shall be binding upon the successors and assigns of any of the parties hereto, or hereinabove named.

IN TESTIMONY WHEREOF, the parties of the first part have executed this instrument in their own proper persons, and the said party of the second part has caused the same to be executed by its duly authorized officers and its corporate seal to be hereto affixed and attested as of the day and year first above written.

ATTEST :

Harry C. Peiker
Secretary

Clara B. Shuler

Isaac Shuler

Parties of the First Part

EXCHANGE TRUST COMPANY, a Corporation,
TRUSTEE,

By H. L. Standeven

Its Vice-President
Party of the Second part.

ACKNOWLEDGMENT.

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS

Before me, the undersigned, a Notary Public within and for said County and State, on this 28th day of October, 1924, personally appeared CLARA B. SHULER and ISAAC SHULER, wife and husband, to me known to be the identical persons who executed the above 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.

My commission expires : May 16th, 1925 (SEAL) Olga A. Braddon, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Oct 30, 1924 at 1:30 o'clock P. M. in
Book 498, page 289 By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk