

hereby, and that in case of a foreclosure hereof and as often as any foreclosure hereof may be filed, the holder hereof may recover from the first party an attorney fee of Two Hundred Dollars, or such different sum as may be provided for by said note which shall be due upon the filing of the petition in foreclosure and which is secured hereby, and which the first party promise and agrees to pay, together with expense of examination of title in preparation for foreclosure. Any expense incurred in litigation or otherwise, including Attorney fees and abstract of title to said premises incurred by reason of this mortgage or to protect its liens, shall be repaid by the mortgagor to the mortgagee or assigns, with interest thereon at 10 per cent, per annum, and this mortgage shall stand as security therefor.

AND IT IS FURTHER AGREED that upon a breach of the warranty herein or upon a failure to pay when due any sum, interest or principal, secured hereby, or any tax or assessment herein mentioned, or to comply with any requirements herein or upon any waste upon said premises, or any removal or destruction of any building or other improvements thereon, without the consent of the said second party, the whole sum secured hereby shall at once and without notice become due and payable at the option of the holder hereof and shall bear interest thereafter at the rate of ten per cent per annum, and the said party of the second part or its assigns shall be entitled to a foreclosure of this mortgage and to have the said premises sold and the proceeds applied to the payment of the sums secured hereby, and that immediately upon the filing of the petition in foreclosure the holder hereof shall be entitled to the possession of the said premises, and to collect and apply the rents thereof, less reasonable expenditures, to the payment of said indebtedness, and for this purpose the holder hereof shall be entitled to a receiver, to the appointment of which the mortgagors hereby consent which appointment may be made either before or after the decree of foreclosure, and the holder hereof shall in no case be held to account for any rental or damage other than for rents actually received; and the appraisalment of said premises is hereby expressly waived. And all the covenants and agreements herein contained shall run with the land herein conveyed.

THIS Mortgage and the note and coupons secured thereby, shall in all respects be governed and contrived by the laws of the State of Oklahoma.

Dated this 15th day of November, 1924.

(Corporate Seal)

Chastain Oil Company,

Attest: F. J. Chastain, Secy.

By L. E. Chastain, Pres.

STATE OF OKLAHOMA,
COUNTY OF TULSA.

) SS.

On this 18 day of November A. D. 1924, before me the undersigned a Notary Public, in and for the County and State aforesaid, personally appeared L. E. Chastain President of Chastain Oil Co to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth. Given under my hand and seal of office the day and year last above written.

My commission expires 1-9-1928.

(Seal) R. C. Holloway, Notary Public.

Filed for record in Tulsa County, Tulsa, Oklahoma on Nov. 20, 1924 at 1:00 P. M. o'clock
recorded in Book 499, page 275.
By Brady Brown, Deputy.

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