

COMPARED

MORTGAGE AND OIL LEASE RECORD.

3

Form 1-Continued

DORSEY Printing Company, Dallas, Texas—11026

FIFTH. The said party of the first part agrees to procure and maintain policies of insurance on the said above described premises, in such insurance company as said party of the second part shall elect, in the sum of None DOLLARS, which said policy or policies of insurance shall be held by the said party of the second part, or its assigns, as collateral and additional security for the payment of said promissory note and the interest to accrue thereon, as well as for the payment of all such sums of money as may have been advanced and paid as aforesaid by said party of the second part.

SIXTH. That said first party agrees, 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 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 immediately for the whole of said money, interests and costs, together with the statutory damages in case of protest; and said second party, its successors or assigns, or any legal holder hereof, shall at once, upon the filing of a bill for the foreclosure of this mortgage, be forthwith 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 party of the first part hereby waives all benefits of the stay, valuation or appraisement laws of the State of Oklahoma; and further agrees that the contract embodied in this mortgage and note secured hereby shall in all respects be governed, construed and adjudged according to the laws of the State of Oklahoma at the date of their execution.

SEVENTH. And said first party further expressly agrees that in case of a foreclosure of this mortgage, and as often as any proceeding shall be taken to foreclose same, as herein provided, the first party will pay to the said plaintiff a reasonable attorney's or solicitor's fee therefor, in addition to all other legal cost and statutory fees, and hereby agrees that \$ 100.00 is a reasonable solicitor's fee, said fee to be due and payable upon the filing of petition for foreclosure, and the same shall be a further charge and lien upon the said premises described in this mortgage.

EIGHTH. It is further stipulated and agreed by the first party that upon the institution of proceedings to foreclose this mortgage, the plaintiff therein shall be entitled to have a receiver appointed by the Court to take possession and control of the premises described herein, and to collect the rents and profits thereof, under the direction of the Court, without the proof required by statute; the amount so collected by such receiver to be applied, under the directions 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 kept and performed this conveyance to be void; otherwise of full force and virtue.

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

It is expressly stipulated that, upon default herein, suit to foreclose this mortgage may be brought in any County where the real estate mortgaged is situated, regardless of residence of mortgagors, or either of them, and all objections to venue of such suit are hereby expressly waived.

First party agrees to pay the fees for recording the release of this Mortgage.

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

Signed and delivered in the presence of:

James F. McWay
J. F. McWay

James H. Thomas
Eugenia Thomas

State of Oklahoma
Tulsa County ss. BEFORE ME John L. Reardon a Notary Public in and for said County and State, on this 1st day of October 1928 personally appeared Eugenia Thomas and James H. Thomas Husband and wife 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 set forth.

My commission expires January 13, 1910 seal John L. Reardon Notary Public.

State of Oklahoma, ss. BEFORE ME _____ a Notary Public, in and for said County and State, on this _____ day of _____ 19____ personally appeared _____ and _____ to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ 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 set forth.

My commission expires _____ Notary Public.

FILED FOR RECORD This 6th day of Oct 1928 at 2:45 o'clock P. M.

By _____ Deputy

W. H. Kirby
Register of Deeds.