

value received, the first party hereby waives all benefits of the stay, valuation and appraisal laws of the State of Oklahoma; and agrees that this mortgage and note secured hereby shall in all respects be construed and adjudged according to the laws of the State of Oklahoma at the date of their execution.

EIGHTH:- That in case of a foreclosure of this mortgage, and as often as any proceedings shall be taken to foreclose same, as herein provided, the first party will pay to the plaintiff a reasonable attorney's fee therefor, in addition to all legal costs and fees, and hereby agrees that \$500 is a reasonable attorneys 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.

NINTH:- 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 therefrom under the* directions of the court, without further proof, the amount so collected by such receiver to be ^{rendered} applied, under the direction of the court, to the payment of any judgement or amount found due upon the foreclosure of this mortgage. The foregoing covenants and conditions being kept and performed, this conveyance shall be void; otherwise of full force and virtue.

TENTH:- That upon default herein suit to foreclose this mortgage may be brought in any county where all or any part of 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.

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

TWELFTH:- 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 its name and affixed its corporate seal.

ATTEST: W. S. Upp (CORPORATE SEAL)
Secretary

Britton-Upp Grocery Company (SEAL)
W. L. Britton, Pres. (SEAL)

STATE OF OKLAHOMA)
: SS.
COUNTY OF TULSA.)

Before me, a Notary Public, in and for said County and State, on this 3rd, day of February 1909, personally appeared W. L. Britton, to me known to be the identical person who subscribed the name of the maker thereof, Britton Upp Grocery Company (a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Oklahoma) to the foregoing instrument, as its President; also personally appeared W. S. Upp, who subscribed his name to the foregoing instrument as the Secretary of the said corporation, and who are each personally known to me to be the ^{such} respective officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument of writing, and acknowledged that they executed same as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth, and acknowledged to me that such corporation executed the same. That I am familiar with the seal of said Britton-Upp Grocery Company, and that the same was heretofore affixed in my presence.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal, the day and year last above written.

W. V. Biddison, Notary Public.

(SEAL) My commission expires 11/25/1911.

Filed for record at Tulsa, Okla., Feb. 10, 1909, at 10.40 A. M.

H. C. Walkley, Register of Deeds (SEAL)