

EIGHTH. That in case of a foreclosure of this mortgage, and as often as any proceedings shall be taken to foreclose the 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 \$60.00 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 thereof, under the directions of the court, without further proof, the amounts so collected by such receiver to be applied, under the direction of the court, to the payment of any judgement rendered 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 a 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 their names and affixed their seals.

WITNESSES:

A. C. Smith (SEAL)

J. F. McCoy

Frances L. Smith (SEAL)

M. I. Fowler.

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

Before me, Dalton Lain, a Notary Public, in and for said County and State, on this 1st day of April, 1909 personally appeared A. C. Smith and Frances L. Smith, 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.

Dalton Lain, Notary Public.

(SEAL) My commission expires June 4, 1912.

Filed for record at Tulsa, Okla., Apr. 16, 1909, at 2.50 o'clock P. M.

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

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