

successors or assigns, may pay such taxes and assessments, and any other sums necessary to preserve such security, and may provide the necessary insurance, and all such sums so expended shall become at once due and shall bear interest at the rate of ten per cent and for all sums so paid and expended this mortgage shall stand as security.

Upon the payment of said promissory note and interest coupons, according to the tenor and effect thereof, this mortgage shall become null and void and shall be released at the cost of the first party. But it is expressly agreed that upon a breach of any covenant, agreement or warranty herein, or upon failure or refusal to pay the principal indebtedness secured when due, or any part thereof, or any interest thereon, or any tax or assessment, or to comply with any other requirements herein contained, then the whole sum hereby secured shall at once, and without notice, become due and payable, at the option of Lynde-Bowman-Darby Company, its successors or assigns and shall bear interest thereafter at the rate of ten per cent and Lynde-Bowman-Darby Company, its successors or assigns, shall be entitled to a foreclosure of this mortgage, and to have the premises sold and the proceeds thereof applied to the payment of the indebtedness hereby secured, accrued interest and all costs and expenses, including attorney's fees of fifty dollars.

It is further agreed that in case Lynde-Bowman-Darby Company, its successors or assigns, shall hereafter appear in any court or tribunal whatever, in order to protect or preserve the title to or possession of said premises, then all costs and expenses, including reasonable attorney's fees, incurred therein, shall at once become due and payable and shall bear interest at ten per cent and as often as any proceeding shall be had or taken to foreclose this mortgage, the holder hereof may recover from the said first party all costs and expenses, and a reasonable attorney's fee; and for all such costs, expenses and attorney's fees this mortgage shall stand as security.

It is further agreed that immediately upon the filing of a petition in foreclosure the holder of this mortgage shall be entitled to the possession of said premises, and to collect and apply the rents therefrom, less the 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 whom the mortgagor hereby consents 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 damage nor for any rental other than that actually received. The appraisalment of said premises, if sold on foreclosure, is hereby expressly waived.

All covenants and agreements herein contained shall run with the land; and this mortgage and the evidences of indebtedness hereby secured shall in all respects be governed and construed by the laws of Oklahoma.

Witness.

Rufus Roberts.

STATE OF OKLAHOMA)

MUSKOGEE COUNTY ) S.S.

Before me J.D. Simms, a Notary Public in and for said County and State, duly commissioned and acting as such, on this 18th day of November 1909, personally appeared Rufus Roberts a single man and to me known to be the identi-