

Eighth. That in case of a foreclosure of this mortgage, and as often as any proceedings shall be taken to foreclose same, the first party <sup>shall</sup> pay to the said plaintiff a reasonable attorney's fee of \$120 therefor, 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 and pay all legal costs of such action.

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 the proof required by statute; the amount so collected by such receiver to be applied, under the direction 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 the conveyance shall be void; otherwise of full force and virtue.

Tenth. 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 A. Dowdy (seal)

Mary A. Dowdy (seal)

K. M. Rowe.

A. H. Anderson.

STATE OF OKLAHOMA)

TULSA COUNTY ( S.S.

Before me A. M. Laws a Notary Public in and for said County and state on this 13 day of December 1909, personally appeared James A. Dowdy and Mary A. Dowdy, his 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 written.

(seal)

A. M. Laws, Notary Public.

My commission expires 3/13/1910.

Filed for record at Tulsa, Okla. Dec. 14, 1909 at 1:45 o'clock P.M.

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

COMPARED

ORDER CONFIRMING SALE OF REAL ESTATE.

STATE OF OKLAHOMA )

COUNTY OF CHEROKEE (

IN COUNTY COURT.