

at the rate of ten (10) per cent. per annum from the time said sum or sums of money may have been so advanced and paid, until the same are repaid, except that first party agrees to pay the penalties and the legal rate of interest specified by law on all sums expended for delinquent taxes, and all of which said sums of money, and the interest to accrue thereon, shall be a charge upon said premises, and shall be secured by this mortgage.

SEVENTH: That if the makers of said note or notes, shall fail to pay any of said money either principal or interest, when due, or in case the said first party shall commit or permit waste upon said premises, or fail to conform to or comply with any one or more 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 for the whole of said money, interests and costs, together with the statutory damages in case of protest; and the legal holder hereof shall, upon the filing of a petition 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 and exemption laws of the State of Oklahoma; and this mortgage and notes secured hereby shall 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, the first party will 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 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 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: 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:

Harry C. Duncan (SEAL)

and witness to mark of Jane Duncan:

her
Jane (X) Duncan (SEAL)
mark

Earl G. Hastings

J. F. McCoy, Witness to mark of Jane Duncan, who cannot write and at whose request I wrote her name. M. I. Fowler.