

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 \$90.00 therefor, fee to be due and payable upon the filing of petition for foreclosure, and the sum 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 herein 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 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: Alexander S. Lewis (SEAL)

Fay F. Tyron

Elizabeth P. Lewis (SEAL)

James F. McCoy

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

Before me, V. I. Pucini, a Notary Public, in and for said County and State, on this 1st, day of May 1909, personally appeared Alexander S. Lewis and Elizabeth P. Lewis, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that ^{they} ~~he~~ executed the same as ^{their} ~~his~~ 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.

V. I. Pucini, Notary Public.

(SEAL) My commission expires March 14, 1912.

Filed for record at Tulsa, Okla., May 26, 1909, at 1. 25 o'clock P. M.

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

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