

and shall bear interest at ten per cent., and as often as any proceedings 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 accreiver 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 appraisement 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 evidence of indebtedness hereby secured shall in all respects be governed and construed by the laws of Oklahoma.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand, on this 27th, day of July 1909.

WITNESS.....

Rufus Roberts

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

BEFORE ME, J. D. Simms, a Notary Public, in and for said County and State, duly commissioned and acting as such, on this 27th, day of July 1909, personally appeared Rufus Roberts, and---- to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth, and I hereby so certify

WITNESS MY HAND AND SEAL as such Notary Public, this 27th, day of July 1909.

J. D. Simms, Notary Public.

(SEAL) My commission expires March 13, 1913.

Filed for record at Tulsa, Okla., Jul. 28, 1909, at 8 o'clock A. M.

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

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IN THE DISTRICT COURT IN AND FOR THE COUNTY OF TULSA, STATE OF OKLAHOMA.

M. H. BUTTS, PLAINTIFF. )

VS. : LIS PENDIS.

EDWARD CROWELL, THOMAS J. CROWELL )  
AND MAY CROWELL, WIFE OF THOMAS )  
J. CROWELL, DEFENDANTS. )

Notice is hereby given that D. M. Martindale and Charles L. Fildes, partners under the Firm name of Martindale & Fildes, as counsel for the Defendants in the above stated cause, do claim a lien for their fees therein upon that certain piece, parcel or lot of land involved in said cause and more particularly described as:

Lot 7 in Block number 117 of the City of Tulsa, County of Tulsa, State of Oklahoma under and by virtue of their certain contract of employment duly executed by and between the said Martindale & Fildes and the said Edward Crowell on the 14th, day of July A. D.