

and take and receive the rents, profits and income thereof, and have full control of the same, so long as said default exists, and may apply to any Judge or Court having jurisdiction to appoint, and have appointed a receiver to take charge of said property and preserve the same and collect the rents and profits thereof, and may proceed to foreclose said mortgage and have said property sold, and the proceeds thereof, together with the rents and profits, applied, first, in payment of the costs of suit, and in case of such foreclosure the Court may tax (\$70) Seventy and no/100 Dollars as attorney's fee for plaintiff in the action, and all moneys which may have been advanced by second party for insurance, taxes and other liens and assessments, with interest thereon at ten per cent per annum, and which shall become a lien on said premises from date of advancement of same; second party to pay all sums of money due and payable upon the said first mortgage bond secured hereby, with the accrued interest and premium and fines thereon, and third, the over plus, if any, to be paid to the first parties, their legal representatives or assigns.

BUT, Until default be made in some one or more of the conditions hereof, the parties of the first part shall be entitled to the use of the income, rents and profits of said property.

AND THE SAID PARTIES OF THE FIRST PART, For themselves and their heirs, executors and administrators and assigns, do hereby covenant to and with the said party of the second part and its successors and assigns, that they are lawfully seized of said premises in Fee Simple; that they have good right to grant, sell and convey the same, and that said premises are free and clear of all liens and incumbrances of every kind and nature whatsoever, and that the said parties of the first part will warrant and defend the same against all claims, liens, clouds and demands whatever.

This mortgage is delivered in the State of Colorado and is to be construed according to its laws, subject to the lawful restrictions of the State of Oklahoma, so far as it relates to or affects the validity of the first mortgage bond secured hereby. All erasures and interlineations appearing in this mortgage were made by consent of the first parties before the execution hereof.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals, the day and year first above written.

Signed, sealed and delivered in Presence of: . WILLIAM F. Boyer (SEAL)
W. F. Stahl Marie E. Boyer (SEAL)

STATE OF OKLAHOMA,)
: SS.
T U L S A COUNTY.)

BEFORE ME, a Notary Public, in and for said County and State, on this 23rd, day of July A. D., 1909, personally appeared William F. Boyer, 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, and for the uses and purposes therein set forth.

WITNESS MY hand and Official Seal in said county, the day and date first above written.

A. B. Davis, Notary Public.

(SEAL) My commission expires November 26, 1911.

STATE OF ILLINOIS,)
: SS.
COUNTY OF *Peoria* TULSA.)

Before me, a Notary Public, in and for said County and State, on this 26th, day of