

It is further agreed and understood, that upon a breach of the warranty herein, or upon the failure or refusal to pay the principal indebtedness hereby secured when due, or any part thereof, or any interest thereon, at maturity, or any tax or assessment herein mentioned, or to comply with any requirements herein contained, that the whole sum hereby secured shall at once, and without notice become due and payable, at the option of the holder hereof, and shall bear interest thereafter at the rate of ten per cent per annum, and the said party of the second part, its successors, or assigns shall be entitled to a foreclosure of this mortgage, and to have the said premises sold and the proceeds thereof applied to the payment of the indebtedness hereby secured, and that immediately upon the filing of the petition in foreclosure the holder hereof shall be entitled to possession of said premises, and to each and every part thereof, 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 a Receiver, to the appointment of which the mortgage hereby consent, 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 damages, nor for any rental other than those actually received. The appraisement of said premises is hereby expressly waived.

All covenants and agreements herein contained shall run with the land hereby conveyed, and this mortgage and the evidences of indebtedness hereby secured shall in all respects be governed and construed by the laws of Oklahoma/

In witness whereof, the said parties of the first part have hereunto set their hands and on this the 17th day of September A. D. 1909.

Witness to Mark, Execution and Delivery:

Henry Hornecker.

Charles E. Crosby

Elizabeth A. Crosby

STATE OF OKLAHOMA }  
COUNTY OF TULSA. ) SS.

Before me Henry Hornecker, a Notary public in and for said County and State on this 18th day of September 1909 personally appeared Charles E. Crosby and Elizabeth A. Crosby 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 named.  
(SEAL)

Henry Hornecker, Notary Public.

My commission expires August 2d, 1910.

Filed for record, October 21, 1909, at 8:45 o'clock A. M.

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

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AGREEMENT.

THIS AGREEMENT, Made in duplicate this the 21st day of October, 1909

COMPALED