

agreed that upon a breach of any covenant agreement or warranty herein, or upon failure or refusal to pay the principal indebtedness secured when due, or any part thereof, or any interest thereon, at any tax or assessment, or to comply with any other requirements herein contained, then the whole sum hereby secured shall at once, and without notice, become due and payable, at the option of Lynde - Bowman-Darby Company, its successors or assigns, and shall bear interest thereafter at the rate of ten per cent and Lynde-Bowman-Darby Company or its successors or assigns, shall be entitled to a foreclosure of this mortgage and to have the premises sold and the proceeds thereof applied to the payment of the indebtedness hereby secured, accrued interest, and all costs and expenses, including attorney's fees of Two hundred dollars

It is further agreed that in case Lynde - Rowman - Parby Company its successors or a sign shall hereafter appear in any court or tribunal whatever, in order to protect or preserve the title to or possession of said premises, then all costs and expenses including reasonable attorney's fees incurred therein shall at once become due and payable and shall bear interest at ten per cent, and as often as any proceeding shall be had or taken to foreclose this mortgage, the holder hereof may recover from the said first parties 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 shall be entitled to a receiver, to the appointment of whom the mortgagor hereby consents which appointment may be made either ~~maximamx~~ 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 parties of the first part have hereunto set their hands on this 24th day of November 1909.

Frank Husedde

Katie Hustedde.

Witness.

State of Oklahoma - ) ss  
Tulsa County )

Before me the undersigned a Notary Public in and for said county and state duly commissioned and acting as such, on this 24th day of November 1909 personally appeared Frank Hustedde and Katie Hustedde his wife to me