

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 Receiver to the appointment of which the mortgagors 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 appraisalment 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 party of the first part has hereunto set his hand on this the 20th day of December A.D. 1909.

Witnesses to mark, execution and delivery. ^{his} Oliver X P. Berryhill.
Mark

Asa H. Brown.
Lena Brown.

STATE OF OKLAHOMA)
CREEK COUNTY (S.S.

BEFORE ME Belle Wilkinson a Notary Public in and for said County and State on this 27th day of December 1909 personally appeared Oliver P. Berryhill, a single man, 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.

Witness my hand and official seal the day and year last above named.
(seal) Belle Wilkinson, Notary Public.
(My commission expires April 1 1911.

Filed for record at Tulsa, Okla. Jan. 4 1910 at 1:40 O'clock P.M.

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

COMPARED

OKLAHOMA FIRST MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS:

THAT Oliver P. Berryhill, a single man, of the county of Tulsa, and State of Oklahoma, party of the first part, for and in consideration of the sum of Five Hundred (\$500.00) Dollars to him in hand paid by VIRGIL R. COSS MORTGAGE COMPANY, a corporation, of Muskogee, Oklahoma, party of the second part, the receipt whereof is hereby acknowledged, does by these presents Grant, Bargain, Sell, Convey and Mortgage unto the said VIRGIL R. COSS MORTGAGE COMPANY, its successors or assigns, the following described premises