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warranted, that all such costs and expenses incurred therein shall bear interest at ten per cent thereafter; and that in case of a foreclosure hereof, and as often as any proceeding shall be had or taken to foreclose same, the holder hereof may recover from the first party an attorney's fee of fifty dollars which sum shall be due upon the filing of a petition in foreclosure; and for all such costs, expenses and attorney's fees, this mortgage shall stand as security.

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 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 herunto set his hand on this the 20th day of December A.D. 1909.

Witness to mark of Oliver P.
Berryhill.

his
Oliver P. Berryhill
mark

Lena Brown
Asa H. 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 voluntary act and deed for the uses and purposes therein set forth.

(seal)

Belle Wilkinson, Notary Public.

My commission expires April 1 1911.

Filed for record at Tulsa, Okla., Jan. 4 1910 at 1³⁰ P.M.

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