

or 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 \$50.00) fifty and No/100 dollars as attorney's fee for plaintiff in the action, and all moneys which may have been advanced by party of the second part for insurance, taxes and other liens and assessments, with interest thereon at ten (10) per cent per annum, and which shall become a lien on said premises from date of advancement of sale, second, 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 overplus, if any, to be paid to the party of the first part her legal representatives or assigns.

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

AND THE SAID PARTY OF THE FIRST PART, for herself and her heirs executors and administrators and assigns, does hereby covenant to and with the said party of the second part and its successors or assigns that said party of the first part is lawfully seized of said premises in fee simple; that said party of the first part has good right to grant, sell and convey the same, and that said premises are free and clear of all liens and encumbrances of every kind and nature whatsoever and that the said party of the first part will warrant and defend the same against all claims liens, clouds and demands whatsoever.

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 party of the first part before the execution hereof.

In witness whereof, the party of the first part has hereunto set her hand and seal the day and year first above written.

Nora Byrd (seal)

Signed, sealed and delivered in presence of
V.H. Stahl

State of Oklahoma, Tulsa, County SS.

Before me, a Notary Public in and for the said county and state, on this 14th day of November, A.D. 1910, personally appeared Nora Byrd, ^{single woman} to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed, and for the uses and purposes therein set forth.

My commission expires Jan 13/ 1914

Witness my hand and official seal in said county the day and date first above written.

(seal)

Lucile Chastain, Notary Public.

Filed for record at Tulsa, Okla Nov 14, 1910 10:10 A.M.

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