

and said party of the second part, its successors or assigns, upon such election may at once enter upon and take possession of said premises, using such force as may be necessary, therefor, and take and receive the rents, profits and income thereof, and have full control of the same, so long as said default exists 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 fees 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 their 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 themselves and their 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 parties of the first part have hereunto set their hands and seals the day and year first above written.

R.R. McKenzie (seal)
her
Martha A. x McKenzie (seal,
mark

Signed, sealed and delivered
in presence of
Fred D. Thompson
Percy Collins.

State of Oklahoma, Tulsa County SS.

Before me a Notary Public in and for the said County and State on this 4th day of June A.D. 1910, personally appeared R.R. McKenzie and Martha A. McKenzie, husband and 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, and for the uses and purposes therein set forth.