

of examination of title in preparation of foreclosure. Any expense incurred in litigation or otherwise including Attorney's fees and abstract of title to said premises, incurred by reason of this mortgage or to protect its lien, shall be repaid by the mortgagor to the mortgagee or assigns with interest thereon at 8 per cent per annum, and this mortgage shall stand as security therefor.

AND IT IS FURTHER AGREED that upon a breach of the warranty herein, or upon a failure to pay when due any sum, interest or principal secured hereby or any tax or assessment herein mentioned, or to comply with any requirements herein or upon any waste upon said premises, or any removal or destruction of any building or other improvements thereon, without the consent of the said second party, the whole sum secured hereby shall at once and without notice become due and payable, at the option of the holder hereof, and shall bear interest, <sup>thereafter</sup> at the rate of 8 per cent per annum and the said party of the second part or its assigns shall be entitled to a foreclosure of this mortgage, and to have the said premises sold and the proceeds applied to the payment of the sums secured hereby; and that immediately upon the filing of the petition in foreclosure the holder hereof shall be entitled to the possession of the said premises, and to collect and apply the rents thereof, less 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 rental or damage other than for rents actually received; and the appraisal of said premises is hereby expressly waived. And all the covenants and agreements herein contained shall run with the land herein conveyed.

This mortgage and the note and coupons secured hereby, shall in all respects be governed and construed by the laws of the State of Oklahoma.

Dated this 31st day of May 1910

Signed in the presence of William Lennox.  
L.V. Martin.

State of Oklahoma, Tulsa County SS.

Before me, J.W. Sample, a Justice of the Peace in and for said County and State on this 31st day of May 1910, personally appeared William Lennox and 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 above written.

My commission expires----- J.W. Sample, Justice of the Peace.

Filed for record at Tulsa, Okla June 14 1910 at 1:20 O'clock P.M.

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

RELEASE OF MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned owner, holder and mortgagee of a certain real estate mortgage executed July 1st, 1909, by E.J. Brennan and Jennie F. Brennan his wife, to the Bank of Oklahoma, Tulsa, Oklahoma, to secure the payment of Three Thousand and no/100 (\$3000.00) Dollars to the said Bank, by which mortgage

COMPARED