

MORTGAGE AND SECURITY AGREEMENT  
(Single Family Residence)

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MISC FEE 22 00  
DATE AUG 08 1988  
JAMES VAUGHAN  
OKLAHOMA COUNTY CLERK  
RECORDED AND FILED

TREASURERS ENDORSEMENT 043  
I hereby certify that I received \$22,500.00 and issued Receipt No. 1988-1888  
payment of Mortgage Tax on the within referenced instrument on the 15th day of August 1988  
JOEL BARNES County Treasurer by \_\_\_\_\_ Deputy

THIS INDENTURE made and entered into this 17th day of August 1988 between Judy Arterburn and Bill C. Campbell wife and husband (hereinafter referred to as the Mortgagor which term shall be construed to include their successors representatives and assigns) and Exchange National Bank a nationally chartered banking corporation (hereinafter referred to as the Mortgagee which term shall be construed to include its successors and assigns)

WITNESSETH

WHEREAS the Mortgagor is justly indebted to the Mortgagee in the sum of \$22,500.00 with interest at the rate of 12.00% according to the terms of certain promissory note of even date herewith with a maturity date of September 15, 1993 providing for 59 monthly installments of \$500.00 beginning September 8, 1988 and each month thereafter on the 15th day of the month with a final installment on the maturity of \$500.00 or remaining balance.

NOW THEREFORE in consideration of the sum of ten and no/100 dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and to use the proceeds the payment of the notes and all extension renewals substitutions and changes in form thereof together with all interest charge and fees thereon he hereby does by these presents here grant bargain sell convey encumber mortgage and grant a security interest unto the Mortgagee and to all of the following:

(1) The real property situated in the County of Oklahoma State of Oklahoma described with particularity on Exhibit A attached hereto and put hereof by reference together with all and in all the interests therein and hereinafter now or hereafter accruing or belonging to the Mortgagor in and to the estate right title and interest of Mortgagor in and to the street and alley also known or adjacent to the same (to wit: collectively referred to as "Property")

(2) All buildings structures fixtures and improvements now and hereafter erected constructed erected or to be erected on the Property and substitutions thereof and

(3) All rents issues and profits arising and to be received during the term of this indenture for or on account of or with respect to the Property and

(4) All judgments and awards to be made with respect to the Property with respect to the Property and in connection with the same and

(5) All rights of the Mortgagor in and to the Property and all other rights in and to the Property and in connection with the same and

(6) All rights of the Mortgagor in and to the Property and all other rights in and to the Property and in connection with the same and

TO HAVE AND TO HOLD the above described Mortgage from this date unto the Mortgagee its successors and assigns forever

This indenture is executed acknowledged and delivered by the Mortgagor and security agreement to secure payment and performance of the following described indebtedness and obligations of Mortgagor

(a) The notes and mortgages above described the original or hereinafter incorporated herein by reference as if fully set forth herein together with all amendments extensions renewals modifications substitutions and changes in form thereof and

(b) All and all future advances to be evidenced by like note which may be made by Mortgagee to Mortgagor or Mortgagee's option and

(c) All and all sums which Mortgagee may expend or become obligated to expend at Mortgagee's option to cure any breach of default of Mortgagor under this indenture together with interest on all sums from the respective date which Mortgagee may expend or become obligated to expend at the rate of eighteen percent (18%) per annum and

(d) Any and all amounts which Mortgagee may pay or become obligated to expend in collecting the indebtedness secured hereby by the terms herein contained in this indenture and in preserving or restoring or collecting any of the Mortgaged Premises or in pursuing or exercising any right or remedy hereunder or in and to the extent of the default of the Mortgagor at the time of payment receivers fees attorneys fees court costs and all other expenses necessary for the protection of the Mortgagee's interest

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fees and other expenses reasonably incurred to protect and preserve the Mortgaged Premises or in maintaining the priority of this indenture or in refiling holding preparing for sale of selling the collateral together with interest on all such sums from the respective dates which the Mortgagee may expend at the rate of eighteen percent (18%) per annum

(all of the above and foregoing being hereinafter collectively referred to as the Secured Indebtedness)

FOR THE SAME CONSIDERATIONS it is agreed this indenture is made subject to the following covenants conditions and agreements

1. WARRANTY OF TITLE The Mortgagor covenants and warrants that the Mortgagor is the lawful owner and in possession of the Mortgaged Premises and is well and lawfully seized of good and indefeasible estate in fee simple in the Mortgaged Premises free and clear of all encumbrances of every kind and nature whatsoever except easements and building restrictions of record which do not materially interfere with the carrying or intended use of the Mortgaged Premises and taxes and assessments not yet overdue and that the Mortgagor has good right and authority to sell convey mortgage encumber and hold a county rate estate in and to the same and that Mortgagor hereby warrants and will forever defend the same in the quiet and peaceable possession of the Mortgagee it necessary and shall forever against the claims and demands of all persons whatsoever

2. PAYMENT OF SECURED INDEBTEDNESS The Mortgagor covenants and agrees to pay all of the Secured Indebtedness and each separate item or installment thereof as and when the same shall become due and payable whether by extension acceleration or otherwise if Mortgagor shall will and truly pay and discharge the Secured indebtedness as and when the same shall become due and payable whether by extension acceleration or otherwise and shall punctually perform and comply with all of the terms and provisions of this indenture then in that event only this indenture shall be and become null and void and shall be discharged of record at the cost of the Mortgagee who has cost Mortgagee agrees to pay

3. PRESERVATION AND MAINTENANCE OF MORTGAGED PREMISES With respect to the Mortgaged Premises the Mortgagor covenants and agrees to keep the same in good condition and repair to pay and discharge all general and special taxes and assessments and other charges that may be levied or assessed upon or against the same as they become due and payable and to furnish to the Mortgagee receipts showing payment of any such taxes and assessments if demanded to pay all debts for repairs improvements now existing or hereafter arising that may become liens upon or charges against the same to comply with or care to be complied with all requirements of any governmental authority relating to the Mortgaged Premises and to promptly repair or replace or rebuild any part of the Mortgaged Premises which may be damaged by any casualty whatsoever or which may be affected by any condemnation proceeding or the exercise of eminent domain. The Mortgagor further covenants and agrees that the Mortgagor will not demolish suffer to be committed any wall or strip of the Mortgaged Premises nor demolish or alter the design or structural character of the Mortgaged Premises or any building or other improvements now or hereafter erected hereon or fixtures thereon without the prior written consent of the Mortgagee nor does permit to be done anything which will impair or weaken the security of this indenture or violate any restrictive covenant zoning ordinance or other public or private restrictions limiting or defining the uses which may be made of the Mortgaged Premises or any part thereof. The Mortgagor further covenants and agrees not to create or allow to exist or to exist any mortgage or other lien or encumbrance of any kind or character on the Mortgaged Premises or any part thereof. PROVIDED HOWEVER that in the event any mechanics or materialmen's liens are filed against the Mortgaged Premises the Mortgagor may contest in good faith the validity of such lien or liens by timely causing to be posted the statutory bond provided by the Statutes of the State of Oklahoma required for the discharge of any such lien or liens within ten (10) days from the date such lien or liens are filed of record against the Mortgaged Premises

4. INSURANCE The Mortgagor covenants and agrees (a) to keep the Mortgaged Premises insured for the benefit of the Mortgagee against loss or damage by fire lightning windstorm hail explosion riot riot attending a strike civil commotion air craft vehicles smoke vandalism and malicious mischief and (b) when and to the extent insurance against fire risks is obtainable from the United States of America or any agency thereof against war risks all in the amounts approved by the Mortgagee but in no event less than \$225,000.00 with a minimum of eighty percent (80%) coinsurance clause (b) provide the Mortgagee with policies of comprehensive general liability insurance protecting the Mortgagor with coverage in no event less than \$100,000.00 each person/\$300,000.00 each occurrence \$300,000.00 aggregate for bodily injury and \$100,000.00 each occurrence \$100,000.00 aggregate for property damage and (c) when and to the extent required by the Mortgagee provide the Mortgagee with insurance policies insuring against any other risk insured against by persons operating like properties in the locality of the Mortgaged Premises. The insurance herein provided for shall be in form and with companies approved by the Mortgagee. The Mortgagor further covenants and agrees regardless of the type or amounts of insurance required and approved by the Mortgagee the Mortgagor will assign and deliver to the Mortgagee all policies of insurance or certificate copies thereof which insure against any loss or damage to the Mortgaged Premises as collateral and further security for the payment of the money secured by this indenture which is payable to the Mortgagee pursuant to standard Mortgage clause used in the State of Oklahoma. The Mortgagor further covenants and agrees that the Mortgagor by reason of such insurance to give any money for loss or damage such amount may at the option of the Mortgagee be retained and applied by the Mortgagee toward payment of the money secured by this indenture or be paid out wholly or in part to the Mortgagee for the repair of buildings

and improvements whether now existing or to be constructed on the Mortgaged Premises or for the erection of new buildings in their place or for any other purpose of object satisfactory to the Mortgagee. PROVIDED HOWEVER that the Mortgagee shall not be obligated to ensure to the proper application of any amount paid over to the Mortgagee. The Mortgagee further covenants and agrees not less than ten (10) days prior to the expiration dates of each policy required of the Mortgagee pursuant to this paragraph the Mortgagee will deliver to the Mortgagee a renewal policy or policies or certified copies thereof marked premium paid or accompanied by other evidence of payment satisfactory to the Mortgagee and in the event of a foreclosure of this indenture the purchaser of the Mortgaged Premises shall succeed to all the rights of the Mortgagee including any right to unearned premiums in and to all policies of insurance assigned and delivered to the Mortgagee pursuant to the provisions of this paragraph.

5 TAXES The Mortgagee hereby agrees to pay any and all ad valorem special personal property or any other tax which may be levied or assessed directly or indirectly upon the property.

6 PROTECTION OF SECURITY Upon the failure of the Mortgagee to pay any of the taxes or assessments or other charges above mentioned or to become due and payable or to pay any other of his debt or liens above mentioned or to insure the Mortgaged Premises or to perform any of the Mortgagee's covenants and agreements herein the Mortgagee is hereby authorized in its option to insure the mortgaged Premises or any part thereof and to pay such taxes, liens, assessments or other charges herein mentioned or any part thereof and to remedy the Mortgagee's failure to perform hereunder and pay the costs associated therewith and the Mortgagee hereby agrees to refund on demand all sum or sums so paid with interest thereon at the rate of eighteen percent (18%) per annum and the Mortgagee shall stand as security herefor and such sum or sums so paid shall become a part of the Secured Indebtedness hereby secured. PROVIDED HOWEVER that the retention of a lien hereunder for any sum so paid shall not be a waiver of subrogation or substitution which the Mortgagee might otherwise have had and PROVIDED HOWEVER FURTHER that whether or not the Mortgagee has paid any of the taxes, assessments, liens or other charges or procured the insurance or remedied the Mortgagee's failure to perform all as above mentioned the Mortgagee shall be entitled to exercise any or all remedies provided or to be provided in this indenture.

7 CONDEMNATION The Mortgagee covenants and agrees that if at any time all or any portion of the Mortgaged Premises shall be taken or damaged under the power of eminent domain the Mortgagee shall be bound to provide for any property so taken or any payment received in lieu of such condemnation or proceedings shall be paid directly to the Mortgagee and all or any portion of such award or payment at the option of the Mortgagee shall be applied to the indebtedness hereby secured or paid over wholly or in part to the Mortgagee for the purpose of altering, repairing or rebuilding any part of the Mortgaged Premises which may have been altered, damaged or destroyed as a result of any such taking or damage or for any other purpose or object satisfactory to the Mortgagee. PROVIDED HOWEVER that the Mortgagee shall not be obligated to make the application of an amount paid over to the Mortgagee.

8 STOPPED CERTIFICATE The Mortgagee upon request made either personally or by mail shall certify by writing duly acknowledged to the Mortgagee or to any proposed Assignee of this indenture within ten (10) days and into statement owing on this indenture and the hereinafter assets or defenses exist against the Secured Indebtedness within ten (10) days in case the request is not personally or within ten (10) days after the mailing of such request in case the request is made by mail.

9 USE OF PROPERTY The Mortgagee covenants and agrees to permit no part of the Mortgaged Premises to be used for any purpose other than for single family residential purposes without the written consent of the Mortgagee.

10 SECURITY AGREEMENT This indenture shall constitute a Security Agreement under the Uniform Commercial Code of the State of Oklahoma with respect to all of the mortgaged Premises. Mortgagee will from time to time and as often as requested by the Mortgagee execute and deliver to Mortgagee such Financing Statements, renewal affidavits, continuation statements, inventories or other similar documents. If the Mortgagee may reasonably request to perfect the security interest created hereby. No failure or omission of Mortgagee to request any Financing Statement, renewal affidavit or continuation statement, inventory or the like and no failure or omission of Mortgagee to execute or deliver any thereof will impair the effectiveness or priority of the security interest created by this indenture. Mortgagee will pay all costs of filing this indenture and all Financing Statements, continuation or termination statements with respect thereto and any affidavits or other instruments executed or to be executed to perfect, renew, continue or maintain the lien and security interest created hereby.

11 DUE ON SALE The principal balance from time to time outstanding under the note secured hereby shall become due and immediately payable at the option of the holder of the note if the Mortgagee or any subsequent owner of the Mortgaged Premises should sell or convey all or any portion of the Mortgaged Premises without the prior written consent of the holder of the note. Said consent not to be unreasonably withheld and shall be based on the credit worthiness and business reputation of the transferee. Said option may be exercised at any time after such conveyance without prior approval and the acceptance of one (1) or more installments made by the grantor or new owner of the mortgaged Premises shall not constitute a waiver of the holder's option. The holder's approval of a transferee or failure to exercise said option shall not be construed as a waiver of the holder's option hereunder and binds any subsequent owner.

The approval of my which side or consequence will not be unreasonably withheld by the holder of the note

12. EVENTS OF DEFAULT. If Mortgagor shall be in default under the indenture upon the occurrence of any of the following events or conditions:

(a) The Mortgagor should fail to pay the Secured indebtedness or any part or installment thereof in full when the same shall become due and payable whether by acceleration, extension or otherwise;

(b) The Mortgagor should fail to observe or perform or comply with any term, provision or covenant enjoined upon Mortgagor by the terms of this indenture, the note or any other instrument evidencing or securing the Secured Indebtedness;

(c) Any warranty, representation or statement made or furnished to Mortgagor by or on behalf of Mortgagor proves to have been false or misleading in any material respect contained or furnished in

(d) Upon the institution of any foreclosure proceedings by the holder of the note against the Mortgaged Premises;

(e) The Mortgagor should fail to do all things and things which are reasonably necessary to protect the lien and security interest secured hereby;

(f) Should Mortgagor become insolvent or should any of his assets be the subject of a receivership or similar assignment for the benefit of creditors;

(g) Should Mortgagor be adjudged bankrupt or insolvent or should any of his assets be the subject of a receivership or similar assignment for the benefit of creditors or should Mortgagor be appointed a trustee or receiver or should any of his assets be the subject of a receivership or similar assignment for the benefit of creditors or should any of his assets be the subject of a receivership or similar assignment for the benefit of creditors;

(h) Should Mortgagor be appointed a trustee or receiver or should any of his assets be the subject of a receivership or similar assignment for the benefit of creditors or should any of his assets be the subject of a receivership or similar assignment for the benefit of creditors;

(i) Should Mortgagor be appointed a trustee or receiver or should any of his assets be the subject of a receivership or similar assignment for the benefit of creditors or should any of his assets be the subject of a receivership or similar assignment for the benefit of creditors;

(j) Should Mortgagor be appointed a trustee or receiver or should any of his assets be the subject of a receivership or similar assignment for the benefit of creditors or should any of his assets be the subject of a receivership or similar assignment for the benefit of creditors;

(k) Should Mortgagor be appointed a trustee or receiver or should any of his assets be the subject of a receivership or similar assignment for the benefit of creditors or should any of his assets be the subject of a receivership or similar assignment for the benefit of creditors;

(l) Should Mortgagor be appointed a trustee or receiver or should any of his assets be the subject of a receivership or similar assignment for the benefit of creditors or should any of his assets be the subject of a receivership or similar assignment for the benefit of creditors;

REMEDIES

Upon the occurrence of any of the events of default set forth in Section 12, the Secured Indebtedness shall become immediately due and payable without notice to Mortgagor. The Mortgagee shall have the option to proceed to enforce the Secured Indebtedness in the manner provided in this section or to foreclose upon the Mortgaged Premises either with or without appointment of a receiver. The Mortgagee shall be entitled to take possession of the Mortgaged Premises and to collect the rents, issues and profits thereof accrued and to apply the same on the Secured Indebtedness or to sue in any court of competent jurisdiction to collect such rents, issues and profits. At the option of the Mortgagee, the Mortgagee may separately or jointly with the Mortgagee, sue in any court of competent jurisdiction to enforce the Secured Indebtedness. The Mortgagee shall have the right to sell or otherwise dispose of the Mortgaged Premises in whole or in part, and to make any other disposition of the same as may be deemed reasonable and proper by the Mortgagee. The Mortgagee shall have the right to combine the Mortgaged Premises with any other property owned or controlled by the Mortgagee and to sell or otherwise dispose of such property as a unit. The Mortgagee shall have the right to take any action which may be necessary to protect its interest in the Secured Indebtedness.

discretion without removal under the Collateral unusable and disposal of the Collateral on the Mortgagors premises and unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market the Mortgagee shall give the mortgagor at least ten (10) days notice of the time and place of any public sale of any collateral or of the time after which any private sale or other intended disposition thereof is to be made by United States registered or certified mail postage prepaid addressed to the Mortgagors at the address provided in this indenture which provisions for notice the Mortgagors and Mortgagee agree are reasonable. In addition to the foregoing Mortgagee shall have all of the rights and remedies of a Secured Party under the Uniform Commercial Code of the State of Oklahoma and Mortgagors shall be entitled to all other remedies available by applicable laws and judicial decisions.

14 FEES AND EXPENSES It is agreed that if and as often as this indenture or the not hereby secured is placed in the hands of an attorney for collection or to protect the priority or validity of this indenture or to defend any suit affecting the title to the Mortgaged Premises or to enforce or defend any of the Mortgagors rights hereunder the Mortgagee shall pay to the mortgagor its reasonable attorneys fees which shall not exceed Fifteen Per Cent (15%) of the defaulted loan balance together with all court costs, disbursements, expenses and costs for title examination title insurance and other disbursements relating to the Mortgaged Premises which sums shall be secured hereby and be deemed a part of the Secured Indebtedness.

15 APPRAISEMENT Appraisement of the Mortgaged Premises is hereby expressly waived or not at the option of the Mortgagee such option to be exercised at the time judgment is rendered in any foreclosure hereof or at any time prior thereto.

16 SALE OF PARCELS In case of any sale under this indenture of the Mortgaged Premises or of any part thereof or of any part of the Mortgaged Premises may be sold in one or more parcels and is in entirety or in such parcels and in order that the Mortgagee in its sole discretion may sell the Mortgaged Premises in specific parcels with the Mortgagor regarding parcels of the tract as provided in the mortgage note and which is corroborated and incorporated herein for reference.

17 INDULGENCES, EXTENSIONS AND RELEASES It is understood and agreed that Mortgagee may at any time without notice to any person grant to the Mortgagors any indulgence, forbearance or extension of time for the payment of any of the Secured Indebtedness or allow any change or substitution of or for any of the property described in this indenture or any other collateral which may be held by the Mortgagee without in any way affecting the liability of the Mortgagors my guarantors sureties and or any other person who are or shall be liable for the payment of the Secured Indebtedness together with interest and any other sums which may be due and payable to the Mortgagee and also without in any manner affecting or impairing the lien of this indenture upon the remainder of the property and other collateral which is not changed or substituted and it is also understood and agreed that the Mortgagee may at any time without notice to any person release any portion of the Mortgaged Premises or any other collateral or any portion of any other collateral which may be held as security for the payment of the Secured Indebtedness hereby secured either with or without any consideration for such release or releases without in any manner affecting the liability of the Mortgagors my guarantors sureties or any other person who are or shall be liable for the payment of said Secured Indebtedness and without affecting the priority of the lien of this indenture upon the entire remainder of the Mortgaged Premises or any other collateral which is not released and without in any manner affecting the validity of this indenture or any other collateral which is not released by the Mortgagor and it is distinctly understood and agreed by the Mortgagor and Mortgagee that any release or release may be made by the Mortgagee without the consent or approval of any person or persons whomsoever.

18 NO WAIVERS It is understood and agreed that any failure by the Mortgagee to insist upon the strict performance by the Mortgagor of any of the terms and provisions hereof shall not be deemed to be a waiver of any of the terms and provisions hereof and the Mortgagee notwithstanding any such failure shall have the right thereafter to insist upon the strict performance by the Mortgagors of any and all of the terms and provisions of this indenture to be performed by the Mortgagors. It is further understood and agreed neither the Mortgagors nor any other person now or hereafter obligated for the payment of the whole or any part of the Secured Indebtedness secured by this indenture shall be relieved of such obligation by reason of the failure of the Mortgagee to comply with any provisions of the Mortgagee or of any other person so obligated to take action to enforce the indenture or otherwise enforce any of the provisions of the indenture or of any obligations secured by this indenture or by reason of the release or discharge of consideration of the whole or any part of the security held for the indebtedness secured by this indenture or by reason of any agreement or stipulation between any subsequent owner or owner of the Mortgaged Premises and the Mortgagee extending from time to time the time of payment or modifying the term of the note or indenture without first having obtained the consent of the Mortgagors or such other person and in the latter event the Mortgagor and all such other persons shall continue liable to make such payment according to the terms of my such agreement of extension or modification unless expressly released and discharged in writing by the Mortgagee. It is further understood and agreed that regardless of consideration and without the necessity for any notice or consent by the holder of any subordinate lien on the Mortgaged Premises the release of the obligation of anyone at any time shall be for any of the Secured Indebtedness secured by this indenture or any part of the security held for the indebtedness and may from time to time extend the time of payment or otherwise modify the terms of the note and or indenture.

without as to the security of the remainder thereof in anywise impairing or affecting the lien of this indenture or the priority of such lien as security for the payment of the indebtedness as it may be so extended or modified over any subordinate lien

19) OTHER SECURITY The Mortgagee may resort for the payment of the Secured Indebtedness or any part thereof to any other security therefor held by the Mortgagee in such order and manner as the Mortgagee may elect

20) CHANGE OF OWNERSHIP If ownership of the Mortgaged Premises or any portion thereof become vested in a person or persons other than Mortgagee, the Mortgagee may deal with such successor or successors in interest with reference to this indenture and the Secured Indebtedness in the same manner as with Mortgagee. PROVIDED HOWEVER that no such change of ownership is permitted and no other or further mortgage, pledge, lien or other encumbrance may be created or permitted to exist upon the Mortgaged Premises without Mortgagee's prior written consent. Notwithstanding the terms of this paragraph, the same shall be subject to the provisions on sale or transfer provided in paragraph 11 above.

21) NOTICES Every provision for notice pursuant to this indenture shall be deemed given and fulfilled if in writing and delivered or mailed by first class States mail postage prepaid addressed as follows:

TO MORTGAGORS Judy A. Attribun & Bill C. Campbell  
2828 SW 65th  
Oklahoma City, OK 73159

TO MORTGAGEE Change National Bank of Del. Cit.  
PO Box 15010  
Del. Cit. OK 737010

The address of any party hereto may be changed by notice to the other parties hereto given in the manner hereinabove described.

22) RELATIONSHIP OF THE PARTIES This indenture is given as an incident to a land trust agreement between Mortgagee and Mortgagee, and in no event shall the Mortgagee be construed or held to be a partner, agent, or co-owner of the Mortgagee in the conduct of the business as landlord or otherwise, on or about the Mortgaged Premises, or shall Mortgagee be liable for any debts or obligations incurred by Mortgagee in the conduct of such business, it being understood and agreed the relationship of the parties is and at all times shall remain that of borrower and lender.

23) REPLACEMENT OF COLLATERAL The Mortgagee and any of the tenants of the Mortgaged Premises shall have the right at any time and from time to time to replace any personal property held as collateral hereunder so long as the replacement property has a value equal to or greater than that of the property replaced and no material damage or loss would result from such replacement. Such property may be moved about and relocated from time to time within the perimeter of the land covered by this Mortgage. Prior consent by Mortgagee to the exercise of such right shall not be required.

24) EXECUTION OF MINERAL LEASES It is further agreed that no mineral lease shall be executed on said premises without the prior consent of the Mortgagee and in the event of the development of said land for oil, gas, or other minerals, any lease money, rental, bonus, or royalty received therefrom or included in an agreement shall be payable to the Mortgagee until the indebtedness hereby secured is fully paid in full. No acceptance thereof by the Mortgagee shall constitute a waiver of any of the provisions of this mortgage.

25) GOVERNING LAW The Mortgaged Premises being located in the State of Oklahoma, the parties agree this indenture, the note, and all other instruments evidencing or securing the Secured Indebtedness shall be interpreted, governed by and enforced according to the laws of the State of Oklahoma without regard to the place of contract or payment.

26) PROVISION FOR POWER OF SALE PURSUANT TO OKLAHOMA POWER OF SALE MORTGAGE FORECLOSURE ACT This indenture incorporates and provides Mortgagee shall have all rights, powers and remedies as provided in Title 16, Section 10-18 of Oklahoma Statutes more fully described as the Oklahoma Power of Sale Mortgage Foreclosure Act (the Act). The Act as described should not be construed to impair any right of redemption as provided in Sections 8-20 of Title 16 of Oklahoma Statutes if the Mortgagee or any other party pays the amount owed including all expenses up to the completion of the sale as provided by the Act. Additionally, the Mortgagee and a Mortgagee may agree under this Indenture upon the acquisition of the interest of the Mortgagee in the real estate by the Mortgagee in lieu of foreclosure. This provision does not prevent the Mortgagee from exercising any option notwithstanding the provision of this paragraph to judicially foreclose this indenture in the manner provided by Title 12 of Oklahoma Statutes as opposed to the nonjudicial foreclosure as provided by the Act.

A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE MAY ALLOW THE MORTGAGEE TO TAKE THIS MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE MORTGAGOR UNDER THIS MORTGAGE.

27) CUMULATIVE REMEDIES The rights of the Mortgagee arising under the covenants and conditions contained in this indenture shall be separate, distinct and cumulative and shall be construed as an election to proceed under any one (1)

provision herein to the exclusion of any other provisions anything herein or otherwise to the contrary notwithstanding.

28. PARAGRAPH HEADINGS AND CAPTIONS. The paragraph headings and captions contained herein are included for convenience only and shall not be construed nor considered a part hereof nor affect in any manner the construction or interpretation hereof.

29. NUMBER AND GENDER. Whenever used herein the singular will include the plural, the plural the singular and the use of any gender will be applicable to all genders.

30. SEVERABILITY. Should any clause or provision of this indenture be invalid or void for any reason such invalid or void clause shall not affect the whole of this indenture and the balance of the provisions hereof shall remain in full force and effect.

31. AMENDMENT. This indenture cannot be changed, modified, amended, except by an agreement in writing signed by the party against whom enforcement is sought and in recordable form.

32. BINDING EFFECT. The covenants, conditions and obligations contained in this indenture shall run with the land and shall bind the mortgagors and their heirs, representatives, successors and assigns of the mortgagors and shall inure to the benefit of the mortgagee and its successors and assigns.

IN WITNESS WHEREOF the mortgagors have caused this indenture to be executed and delivered on the day and year first above written.

JOINT COBPS

*Judy Arterburn*  
\_\_\_\_\_  
Bill G. Campbell  
\_\_\_\_\_

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA }  
COUNTY OF OKLAHOMA }

On this 17th day of Aug 1990 before me a Notary Public in and for the County and State personally appeared Judy Arterburn and Bill G. Campbell to me known to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for purposes therein set forth.

I AM NOT A PART THEREOF and the same is not my official act or duty.

*Noelle Maddox*  
\_\_\_\_\_  
Notary Public

Commission Expires

2-21-90

(S F A L)

EXHIBIT A  
THE PROPERTY

BOOK 5807 PAGE 1978

Lot 8 Thirty one (31) and Thirty two (32) Block Thirt eight (38) Thomas  
Boulevard Addition to Oklahoma City Oklahoma County Oklahoma according to the  
recorded plat thereof at 2001 SW 11th Oklahoma City Ok

UNOFFICIAL