

or upon a failure to pay when due any sum, interest or principal, secured hereby, or any tax or assessment herein mentioned, or ~~to~~ <sup>to</sup> comply with any requirements herein or upon any waste upon said premises, or any removal or destruction of any buildings or ~~other~~ <sup>other</sup> improvements thereon without the consent of the said second party, the whole sum ~~borrowed~~ <sup>secured</sup> hereby 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 eight (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 wither before or after the decree of ~~foreclosure~~ <sup>foreclosure</sup> and the holder hereof shall in no case be held to ~~account~~ <sup>account</sup> for any rental or damage other than for rents actually received; and the appraisalment 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 notes secured hereby shall in all respects be governed and construed by the laws of the State of Oklahoma.

Dated this 29th day of July 1908.

Signed in the presence of  
C.N. Wickizer  
B.F. Andrae

George Tucker

Lillie D Tucker

State of Oklahoma )  
County of Tulsa ) SS

Before me, Frank M Rodolf a Notary Public in and for the said County and State of Oklahoma, on this 29<sup>th</sup> day of July, 1908 personally appeared George Tucker and Lillie D Tucker to me ~~known~~ <sup>known</sup> to be the identical person who executed the within and foregoing ~~instrument~~ <sup>instrument</sup> and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and Notarial seal the <sup>5</sup> day and year above written.

SEAL.

Frank M Rodolf  
Notary Public

My commission expires  
April 11 - 1909.

Filed for record Jul 30 1908 10:45 A.M. H C. Walkey Reg of Deeds (SEAL)