

may take immediate possession of said premises; and if suit is commenced to foreclose this mortgage, the said second party shall be entitled to have a receiver appointed to take charge of the real estate during such litigation and the period of redemption from such sale thereunder <sup>paid</sup> accounting for the mortgagor for the net income, only, applying the same in the payment of the <sup>paying part</sup> debt secured hereby remaining unpaid, and upon sheriff's sale said first party waives the plating of homestead and agrees that said land may be sold in one body. All money paid by second party for insurance, taxes or assessments upon <sup>said</sup> the property, or for taxes which may hereafter be levied upon this mortgage, and expenses <sup>of</sup> for continuation of abstract, and all expenses and attorney's fees incurred by said second party and assigns by reason of litigation with third parties to protect the lien of this mortgage, shall be recoverable against said first party, with penalties upon tax sales, and shall bear interest at the rate of ten per cent. per annum, payable semi-annually, and be secured by this mortgage as part of the mortgaged debt.

And in case of foreclosure hereof, said first parties hereby agree to pay the sum of Twenty Five Dollars, attorney's fees in such foreclosure suit, to be secured by this mortgage and for the consideration above hereby expressly waive the appraisal of said real estate and all benefits of the homestead and stay laws of the State.

Dated this 6th, day of November, 1908.

Walter D. Wright

STATE OF OKLAHOMA, )  
TULSA COUNTY. ) SS.

On the 7th, day of November, A. D., 1908, before me, a Notary Public in and for said County and State, personally appeared <sup>Walter D. Wright</sup>, a single man, personally to me known to be the identical person who executed the within and foregoing instrument, <sup>as a grantor</sup> 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.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at Broken Arrow, Oklahoma, on the day and date last above written.

A. L. Laws,

Notary Public

SEAL) My <sup>notarial</sup> commission expires Mch. 28, 1912.

Filed for record Nov. 10, 1908., at 5 P. M.

H. C. Walkley Register of Deeds (SEAL)

COMPTON

Decree of Court

IN THE DISTRICT COURT WITHIN AND FOR TULSA COUNTY, STATE OF OKLAHOMA.

W. R. Craig, Plaintiff )

vs. )

The Big Four Realty, Bank & Trust Company, ) No. 518

a corporation; David A. Lee; James H. Cor-

bray, Emma Barnett, nee Corbray and F. M. Sutton

Defendants  
D E C R E E.

Now on this 7th, day of November, 1908, comes the plaintiff and dismisses this action as to the defendant James H. Corbray, and the <sup>case</sup> coming on to be heard in its regular order plaintiff appearing in person and by Lawrence & Lawrence his attorneys, and the defendants Emma Barnett, nee Corbray and F. M. Sutton having heretofore filed their separate disclaimers