

or failure to insure the premises or to pay any premium for any such insurance which may have been advanced by said second party, or failure to keep the said improvements in good repair and in a tenantable condition, or in the event any act of waste is committed on said premises,-- in any of which events the entire debt shall become due and payable, at the option of said party of the second part; or its assigns, -- the said party of the second part or assigns shall be entitled to a foreclosure of this mortgage, and to have the said premises sold and the proceeds applied towards the payment of the indebtedness due the said second party, or its assigns, ascertained in accordance with the terms of the note and contract 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 consents, 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, the mortgagors hereby waiving any and all damage arising by reason of the taking possession of said premises as aforesaid, and for any and all other damage or liabilities that may occur to said property when in the possession of said mortgagee; and all the covenants and agreements herein contained shall run with the land herein conveyed.

This mortgage and the note and contract secured thereby shall in all respects be governed and construed by the laws of Oklahoma.

TREASURER'S ENDORSEMENT
I hereby certify that I received \$300 and issued
Receipt No. 3044 therefor in payment of mortgage W. Robertson Jr.
STATE OF OKLAHOMA,) tax on the within mortgage
COUNTY OF TULSA) Dated this 8 day of June 1922
WAYNE L. DICKEY, County Treasurer
Deputy

Before me Fred S. Broach, a Notary Public in and for said County and State, on this 8th day of June A. D. , 1922, personally appeared C. W. Robertson, Jr. and Millie A. Robertson 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 for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year above set forth.

My commission expires March 9, 1925 (SEAL) Fred S. Broach, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, June 8, 1922 at 3:50 o'clock P. M. in
Book 406, page 78
By Chas. Maley, Deputy (SEAL) C. D. Lawson, County Clerk

201876 C. J.

AFFIDAVIT.

State of Oklahoma,)
County of Craig) ss.

Oliver Bagby of lawful age, being first duly sworn, on his oath, deposes and says:
That he was well acquainted with John S. Thomason during his lifetime; that affiant knows that the said John S. Thomason departed this life in the County of Craig and State of Oklahoma, on or about the 15th day of August 1917; that he died intestate; that he left surviving him a widow, Rachel E. Thomason, daughter, Bertha E. Gaston, wife of J. J. Gaston, a son, Louis G. Thomason, commonly known as L. G. Thomason, and none others, as his sole and only heirs at law.

Affiant further states that administration was had upon the estate of said John S. Thomason and that all debts against said estate have been fully paid and discharged.

Oliver Bagby