tect its liens shall be repaid by the mortgagor to the mortgagee or assigns, with interest thereon at ten per cent per annum, and this mortgage shall stand as security therefor.

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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 shall at once and without notice become due and payable at the option of the holder thereof and shall bear interest thereafter at the rate of ten 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, 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 appraisement of said premises is hereby expressly waited or not at the option of the holder of this mortgage.

In construing this mortgage the words "first party" and "second party" wherever use shall be held to mean the persons named in the preamble as parties hereto. Dated this 1st day of June 1922.

Virginia Hulen Williams.

STATE OF OKLAHOMA

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TULSA COUNTY ) Before me, the undersigned, a Notary Public, in and for said County and State, on this 1st day of June, 1922 personally appeared Virginia Hulen Williams, a single woman, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth. Witness my hand and official seal the day and year last above written.

(Seal) B. M. Grotkop, Notary Public.

My Commission expires October 4th, 1924.

Filed for record in Tulsa County, Tulsa, Oklahoma, Aug. 30, 1922 at 10:40 O'clock A.M. Page 586

By F. E. Dickson, Deputy.

(Seal) O. D. Lawson, County Clerk.

207619 'GOMPARED AFFIDAVIT

STATE OF OKLAHOMA

C. A. Selby, T. F. Selby, Lottie Selby, D. A. Rowe, Ethel Rowe, George Moeller, Johanna Moeller, R. B. Finnell, Arzela Finnell, Lee McBirney and Lee Clinton each of lawful age, each being first duly sworn, each for himself or herself alleges and states upon oath: That from my own knowledge, I know that on February 11, 1919, the Farmers Dairy Exchange was a partnership composed of C. A. Selby, T. F. Selby D. A. Rowe, George Moeller, R. B. Finnell, and that they were all the partners composin said partnership, and that the deed conveyed the following described property, to-wit:

Lot One (1) in Block Eighteen (18) in Lynch & Forsythe Addition to the