

collect the rents and profits thereof under the direction of the Court, and any amount so collected by such Receiver shall be paid in to the Clerk of the Court for the satisfaction of any judgment rendered or amount found due upon the foreclosure of this mortgage.

A breach of any of the conditions of this mortgage shall be construed as a forfeiture thereof and immediately upon such breach of the mortgagee may at its option, institute foreclosure proceedings and sell the real estate above described to enforce the payment of the indebtedness indicated above and whatever interest may be due thereon.

Should said mortgagors pay or cause to be paid to said mortgagee, its successors or assigns, said sums of money specified in the above described notes, together with any interest that may be due thereon, and should said mortgagors keep and perform, during the existence of this mortgage the covenants and agreements herein contained, then these presents shall be wholly discharged and void, otherwise the same shall remain in full force and effect.

But if default be made in the payment of any of said notes when due or in case of default in the performance of or refusal to observe any of the covenants, agreements or conditions herein contained, the entire principal sum hereby secured and all the interest that may be due thereon, may, at the option of the mortgagee and without notice, be declared due and payable at once, and this mortgage may thereupon be foreclosed to enforce the payment of such notes, including costs, charges and fees herein mentioned or contemplated and the mortgagee, upon the filing of a petition for the foreclosure of this mortgage, shall be entitled to the immediate possession of the above described premises.

Said mortgagors waive notice of election to declare the whole debt due as above provided, and also the benefit of stay, valuation and appraisement laws. All of the covenants, agreements and terms contained herein shall be binding on the mortgagors, their heirs, personal representatives and assigns, and shall be for the benefit of the mortgagee, its successors and assigns.

IN WITNESS WHEREOF, said parties of the first part have hereunto set their hands the day and year first above written.

Henry Nachtigal

Elizabeth Nachtigal

STATE OF OKLAHOMA,     )  
County of Tulsa.        ) ss.

Before me, J. O. Colburn, a Notary Public in and for said County and State, on this 22 day of Dec. 1922, personally appeared Henry Nachtigal and Elizabeth Nachtigal, his wife 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 in said County and State, the day and year last above written.

(Seal)

J. O. Colburn, Notary Public.

My commission expires Mar. 23, 1926.

Filed for record in Tulsa, Tulsa County, Oklahoma, December 28, 1922, at 3:05 o'clock P.M. and recorded in Book 426, Page 462.

By F. Delman, Deputy.

(Seal)

O. D. Lawson, County Clerk