

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 hereby 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 appraisalment of said premises is hereby expressly waived or not at the option of the holder of this mortgage.

In construing this mortgage the words "first party" and "second party" wherever used shall be held to mean the persons named in the preamble as parties hereto.

Dated this 1st day of September 1922.

R. G. Lytal

Virginia Lytal

STATE OF OKLAHOMA,  
TULSA COUNTY

SS. Before me, the undersigned a Notary Public, in and for

said County and State, on this 1st day of September, 1922 personally appeared R. G. Lytal and Virginia Lytal, husband and 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 the day and year last above written.

My Commission expires October 4th, 1924 (SEAL) B. M. Crookop, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Oct 27, 1922 at 4:15 o'clock P. M.

in Book 427, page 206

By E. Delman, Deputy

(SEAL)

O. D. Lawson, County Clerk

212416 C. J.

COMPARED

REAL ESTATE MORTGAGE

TREASURER'S ENDORSEMENT

I hereby certify that I received \$1,160 and issued Receipt No. 3282 therefor in payment of mortgage tax on the within mortgage.

Dated this 27 day of Oct 1922

WAYNE L. DICKEY, County Treasurer

Deputy

KNOW ALL MEN BY THESE PRESENTS: That R. G. Lytal and Virginia Lytal, husband and wife, of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to A. Y. Boswell, Jr., party of the second part,

the following described premises, situated in Tulsa County, State of Oklahoma to-wit:

Lot seventeen (17) in Block Two (2) in Boswell's Addition to the

City of Tulsa, Oklahoma, according to the recorded plat thereof.

with all improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the payment of the principal sum of one thousand fifty and no/100 dollars, with interest thereon at the rate of 8 per cent per annum payable from date, according to the terms and at the time and in the manner provided by one certain promissory note of even date herewith, given and signed by the makers