

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 the 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 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 sixth day of September, 1922. M. R. York, C. T. York.
State of Oklahoma, Tulsa County) SS Before me, the undersigned, a Notary Public, in and for said County and state on this 6th day of September, 1922, personally appeared M. R. York and C. T. York her husband 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. (SEAL) R. C. Jopling, Notary Public. My commission expires Oct. 28, 1923.

ASSIGNMENT: For value received, the receipt of which is hereby acknowledged I do hereby transfer to R. A. McNeal the within mortgage, note thereby secured with recourse,

R. G. Lytal

State of Oklahoma)
Tulsa County) SS

On this 9 day of Sept. 1922, before me a Notary Public, in and for said County, personally appeared R. G. Lytal, who is to me personally known to be the identical person who executed the foregoing instrument, and duly acknowledged the execution of the same to be his voluntary act and deed for the uses and purposes therein expressed.

In testimony whereof, I have hereunto set my hand and official seal on the day and date last above written.

My commission expires Oct. 24, 1924, A.D.

(SEAL) R. D. Hudson, Notary Public.
at 3:00 P.M.

Filed for record in Tulsa County, Okla. on Sept. 9, 1922, and duly recorded in Book 428, page 67, by F. Delman, Deputy. (SEAL) C. D. Delman, County Clerk.

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COMPARED

RELEASE OF MORTGAGE

Know all men by these presents:- That I, Jim Cole, in consideration of the value received, do hereby acknowledge full payment and complete satisfaction of a certain mortgage given by Jesse Gilmore and Carrie Gilmore, his wife, of Tulsa County, Oklahoma, to Jim Cole for \$200.00 dated the 13th of Nov. 1918, and filed for record the 10th of Nov. 1918, recorded in Book 257, page 514, in office of the County Clerk of Tulsa County, Oklahoma, the property hereby discharged and released from said mortgage being described as follows:

Lot ten (10) in Block two (2) Resubdivision
to City of Tulsa, Tulsa Co. Okla.

Jim Cole.

State of Oklahoma.

County of Tulsa.