

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 tenable 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 <sup>for</sup> ~~the~~ 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 hereby shall in all respects be governed and construed by the laws of Oklahoma.

C. W. Robertson, Jr.,  
Lillie A. Robertson.

State of Oklahoma )  
County of Tulsa ) SS Before me Richard Perry a notary public, in and for said County and State, on this 5th day of December, <sup>A.D.</sup> 1922, personally appeared C. W. Robertson, Jr., and Lillie 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 Jan. 26, 1926.

(SEAL) Richard Perry, Notary Public.

Filed for record in Tulsa County, Okla. on Dec. 5, 1922, at 11:25 A.M. and duly recorded in book 431, page 438, By F. Delman, Deputy, (SEAL) O.D. Lawson, County Clerk.

215500 - BH

COMPARED

FIRST MORTGAGE.

TREASURER'S ENFORCEMENT

I hereby certify that I received \$ 120 and issued Receipt No. 6534 therefor in payment of mortgage tax on the within mortgage.

Dated this 25 day of Dec 1922

WAYNE L. DICKEY, County Treasurer

State of Oklahoma )  
County of Tulsa ) SS This indenture, made the 4th day of December, <sup>A.D.</sup> 1922, between Leonora Winn Smith and J. Edgar Smith (wife and husband) of Tulsa, of the County and State aforesaid, as parties of the first part, and The Georgia State Savings Association of Savannah, a corporation duly chartered under the laws of the State of Georgia, and having its principal office and place of business in the City of Savannah, Chatham County, Georgia, as party of the second part,

Witnesseth: That the said parties of the first part have mortgaged and hereby mortgage to the said second party, its successors and assigns, the following described real estate and premises, situate in the County of Tulsa, State of Oklahoma, to-wit:

Lot number eight (8) in Block six (6) in the Kirkpatrick

Heights addition to the city of Tulsa, Tulsa County, Oklahoma,