

and which is secured hereby, together with expense of examination of title in preparation for foreclosure. Any expense incurred in litigation or otherwise, including attorney fees and abstract of title to said premises, incurred by reason of this mortgage or to protect 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 thereof.

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 appraisal 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 Nov. 8, 1922.

J. H. Miller,
Minnie Miller.

State of Oklahoma)SS
Tulsa County)

Before me, the undersigned a notary public, in and for said County and State, on this 8th day of Nov. 1922, personally appeared J. H. Miller and Minnie Miller 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 the day and year last above written.

My commission expires July 3, 1924.

(SEAL) C. V. Baker, Notary Public.

Filed for record in Tulsa County, Okla. on Nov. 8, 1922, at 2:15 P.M. and duly recorded in book 431, page 92, By F. Delman, Deputy. (SEAL) O.D. Lawson, County Clerk.

213290 - BH COMPARED

ASSIGNMENT OF MORTGAGE.

Know all men by these presents:

Dated November 8th, 1922.

That Fidelity Investment Company, a corporation, in consideration of the sum of One and no/100 (\$1.00) dollars to it in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, setover and convey unto Delia Abdo Corey, her heirs and assigns, one certain mortgage dated the 17th day of August, A.D. 1922 executed by Benjamin F. Gill and Mae Louise Gill, husband and wife, to Fidelity Investment Company, upon the following described property, situate in the County of Tulsa, and State of Oklahoma, to-wit: Lot ten (10) Block six (6) Irving Place addition