

months, or nonpayment of insurance premiums, taxes, assessments, or other charges, or 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 the said party of the second part, or its assigns, - the said party of the second party 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 ~~rent~~ 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 for 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 damages 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 thereby shall in all respects be governed and construed by the laws of Oklahoma.

W. F. (His Mark) Parks.

Mattie L. Parks.

I hereby certify that I wrote the name of W. F. Parks to the above instrument at his request this 22nd day of January, 1923.

Witnesses: C. R. Thurlwell,
W. E. Broach.

State of Oklahoma)

)SS

County of Oklahoma)

Before me, Paul A. Wilson, a Notary Public, in and for said County and State, on this 22nd day of January, A.D. 1923, personally appeared W. F. Parks and Mattie L. Parks, 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 Sept. 16, 1924. (SEAL) Paul A. Wilson, Notary Public.

State of Oklahoma)

)SS

Tulsa County)

Before me, Paul A. Wilson, a Notary Public in and for said County and State, on this 22nd day of January, 1923, personally appeared W. F. Parks, to me known to be the identical person who executed the within and foregoing instrument by his mark in my presence and in the presence of C. R. Thurlwell, and W. E. Broach, as witnesses, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires Sept 16, 1925. (SEAL) Paul A. Wilson, Notary Public.

Filed for record in Tulsa County, Okla. on Jan. 22, 1923, at 2:45 P.M. and duly recorded in book 432, page 171, By Brady Brown, Deputy, (SEAL) O.G. Weaver, County Clerk.

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