

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 expressly hereby 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 November, 1922.

Signed in the presence of.

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 November, 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 4, 1924.

(SEAL) B. M. Grotkop, Notary Public.

Filed for record in Tulsa County, Okla. on Jan 16, 1923, at 1:30 P.M. and duly recorded in book 432, page 310, By Brady Brown, Deputy.

(SEAL) O. G. Weaver, County Clerk.

219209 - PH COMPARED

#### ASSIGNMENT OF MORTGAGE.

Know all men by these presents: That Title Guarantee Trust Co., in consideration of the sum of \$1, one dollar and other valuable considerations to it in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, set over and convey unto Edith M. Johnson, her assigns, one certain mortgage dated the 20th day of December, A.D. 1922, executed by Meil G. Grubb and Leland Grubb, his wife, to Title Guarantee & Trust Co., upon the following described property, situate in the County of Tulsa and State of Oklahoma, to-wit: Lot seven (7) Block thirteen (13) Sunset Park addition to the City of Tulsa according to the recorded plat thereof, given to secure the payment of \$15,000.00 and the interest thereon and duly filed for record in the office of the Register of Deeds of Tulsa County, Oklahoma, and recorded in book 430 on page 495 on the 21st day of December, 1922, together with note, debt and claim secured by said mortgage and the covenants contained in said mortgage.

In witness whereof, we have hereunto set our hands and affixed our seals on this 8th day of January, 1923.

Attest: Anna Company, Ass't Sec'y.

(Corp. Seal) Title Guarantee & Trust Co.  
Vice-  
J. M. Winters, President.

State of Oklahoma )  
County of Tulsa ) SS

Before me, the undersigned, a Notary Public, in and for said County and State, on this 8th day of January, 1923, personally appeared J. M. Winters,