

as security therefor.

It is further agreed that upon a breach of the warranty herein or in the event of default in payment of installments of principal and interest for the space of three months, or non-payment 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 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 mortgagor 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, and the mortgagor hereby waiving any and all damages arising by reason of the taking possession of said premises as aforesaid, any and for all other damages or liabilities that may occur to said property when in the possession of said mortgage, 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.

In witness whereof, said Tulsa Realty Investment Company has heretofore caused this instrument to be executed in its corporate name, by its appropriate officers, and under its corporate seal, the day and year above written.

(Corp. Seal) Tulsa Realty Investment Company.

Attest: Forrest C. Welch, Secretary.

By Dr. T. A. Penney, President.

State of Oklahoma)

County of Tulsa) SS
Before me, a Notary Public, in and for said County and State, on this 29th day of December, A.D. 1922, personally appeared Dr. T.A. Penney, to me known to be the identical person who subscribed the name of Tulsa Realty Investment Company, maker thereof, to the foregoing instrument, as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Witness my hand and official seal the day and year first above written.

My commission expires June 15th, 1926. (SEAL) Guy W. Settle, Notary Public.

Filed for record in Tulsa County, Okla. on Dec. 29, 1922, at 3:35 P.M. and duly recorded in book 432, page 87, By F. Delman, Deputy, (SEAL) O.D. Lawson, County Clerk.

217797 - BH COMPARED

MORTGAGE.

State of Oklahoma)
County of Tulsa)

This indenture, made the 29th day of December, 1922, A.D.