

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 of 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 appraisalment 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 18th day of January 1923.

J. A. Clark
Mabel Clark

STATE OF OKLAHOMA, }
Tulsa County } SS.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 18th day of January 1923 personally appeared J. A. Clark and Mabel Clark, 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 Jan. 4, 1926 (SEAL) Zaida Hogan, Notary public
Filed for record in Tulsa County, Tulsa Oklahoma, Jan. 24, 1923 at 4:20 o'clock P. M. in Book 434, page 390

By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk

220029 C. J. COMPARED

OKLAHOMA

TREASURER'S RECEIPT
I hereby certify that I received \$ 140 and issued Receipt No. 7410 for the same in payment of mortgage taxes for the year 1923.

Dated this 24 day of Jan 1923
WAYNE L. DICKY, County Treasurer
W. L. Deputy

REAL ESTATE MORTGAGE

THIS INDENTURE, made this seventeenth day of January in the year of our Lord One thousand Nine hundred and twenty-three by and between Jemima Kinney and Charles O. Kinney, her husband, of the County of Tulsa and State of Oklahoma, parties of the first part, mortgagor; and the AETNA LIFE INSURANCE

COMPANY, a corporation organized under the laws of the State of Connecticut, having its principal office in the City of Hartford, Connecticut, party of the second part, mortgagee;

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of Fourteen Hundred Dollars, to them in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto said party of the second part, and to its successors and assigns, forever, all the following described real estate, lying and situate in the County of Tulsa and STATE OF OKLAHOMA, to-wit:

Southeast Quarter of the Southwest Quarter, and Lot Four, of Section Nineteen