

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 2nd day of October 1922.

J. A. Goodman

Mary F. Goodman

STATE OF OKLAHOMA
TULSA COUNTY

SS. Before me, the undersigned, a Notary Public, in and for said

County and State, on this 2nd day of October, 1922 personally appeared J. A. Goodman, husband of Mary F. Goodman to me known to be the identical person who executed the within and foregoing instrument, 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.

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

My Commission expires October 4th 1924

(SEAL)

B. M. Grotkop, Notary public

STATE OF MISSOURI
LACLEDE COUNTY

SS. Before me, the undersigned, a Notary Public, in and for said County

and State, on this 4th day of Oct 1922, personally appeared Mary F. Goodman, wife of J. A. Goodman to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her 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 Moh 20th 1924

(SEAL)

E. B. Kellerman, notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Dec. 30, 1922 at 11:40 o'clock P. M.

in Book 434, page 5

By F. Delman, Deputy

(SEAL)

O. D. Lawson, County Clerk

217856 C. J.

COMPARED

ASSIGNMENT OF MORTGAGE

(INDIVIDUAL)

KNOW ALL MEN BY THESE PRESENTS:

Dated Dec 30th 1922

That D. G. Elliott in consideration of the sum of Nine Hundred and Ninty DOLLARS to me in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, set over and convey unto Thomas Melson, his heirs and assigns, one certain mortgage, dated the 1st day of Dec. A. D. 1922 executed by John Carter and Lizzie Johnson to D. G. Elliott upon the following described property, situate in the County of Tulsa, and State of Oklahoma, to-wit:

Lot Fourteen (14) Block Six (6) South side Addition to the Town of Sand Springs given to secure the payment of \$990.00 and the interest thereon, and duly filed of record in the office of the Register of Deeds of Tulsa County, Oklahoma, and recorded in Book 402 on page 93, on the 7th day of Dec. 1922, together with 33 notes debt and claim secured by said mortgage and the covenants, contained in said mortgage.