

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 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 damage 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.

Harry E. Bagby

Georgia B. Bagby

State of Oklahoma, )  
County of Tulsa. )

Before me H. J. Green, a Notary Public in and for said County and State, on this 12th day of Feb. A.D. 1923, personally appeared Harry E. Bagby and Georgia B. Bagby 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; Apr. 2nd, 1924. (Seal) H. J. Green, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, Feb. 13, 1923, at 11:20 o'clock A.M. and recorded in Book 435, Page 195.

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

221637 TREASURER'S EMPLOYMENT - 1 M O R T G A G E.

COMPARED

I hereby certify that I received \$50.00 and issued Receipt No. 2247 therefor in payment of mortgage tax on the within mortgage.

Dated this 17 day of Feb, 1923

WAYNE L. DICKEY, County Treasurer

KNOW ALL MEN BY THESE PRESENTS: That J. E. and Stella Wagner, husband and wife, of Tulsa County, in the State of Oklahoma, parties of the first

part, have mortgaged, and hereby mortgage to HOME BUILDING AND LOAN ASSOCIATION, Sand Springs Oklahoma, a corporation duly organized and doing business under the statutes of the State of Oklahoma, party of the second part, the following described real estate and premises, situate in Tulsa County, State of Oklahoma, to-wit:

Lot No. Eleven (11) in Block No. Twenty Three (23), Sand Springs, Okla. with all improvements thereon and appurtenances thereunto belonging, and warrant the title to the same, and waive the appraisalment, and all homestead exemptions.

Also 20 shares of stock of said Association, Certificate No. 155.