

## COMPARED

AND IT IS FURTHER AGREED that upon a 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 at 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 expenditure 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 person named in the preamble as parties hereto.

Dated this 12th day of March, 1923.

Signed in the presence of

W. F. Walker

Arthur B. Cory

Mrs. Adella B. Cory

Richard B. Brown  
STATE OF OKLAHOMA,  
SS.  
Tulsa County,

Before me, the undersigned, a Notary Public, in and for said County and State, on this 20th day of March, 1923, personally appeared Arthur B. Cory, and Mrs. Adella B. Cory, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that \_\_\_\_\_ 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 26, 1927

(SEAL)

Helen Carnahan-Notary Public

Filed for record at Tulsa, Tulsa County, Oklahoma, April 12, 1923 at 2:40 o'clock P.M. and recorded in Book 441 Page 229.

BY Brady Brown-Deputy

(SEAL)

O. G. Weaver - County Clerk.

227358-ACM COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That J. E. Hicks and Laura Hicks his wife, of Tulsa County, in the State of Oklahoma, parties of the first part, hereby mortgage to Julius Kahn of Tulsa Oklahoma, party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

(22)  
Lot Twenty-Two/in Block Two (2), Carbondale, Tulsa County, Oklahoma, according to the official plat thereof;

with all the improvements thereon and appurtenances thereunto belonging and warrant the title of the same. This mortgage is given to secure the principal sum of One Thousand and No/100 Dollars, with interest thereon at the rate of 8 per centum per annum from date according to the term of one (1) certain promissory note described as follows, to-wit:

One First Mortgage Real Estate Note dated April 6th, 1923, in the sum of One Thousand (\$1000.00) Dollars, due three years after date, with interest thereon at the rate of 8% per annum payable semi-annually on the 6th day of October and April in each year, according to

RECORDED ENCLOSURE  
I hereby certify that I received \$ 60.00 and used  
Receipt No. 8822 therefor in payment of mortgage  
tax on the within mortgage.  
Dated this 12 day of April 1923  
WAYNE L. DICKEY, County Treasurer