

per annum, and this mortgage shall stand as security therefor. 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 hereof and shall bear interest hereafter at the rate of 9 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 therefor, less reasonable expenditure, to the payment of said indebtedness, and for this purpose the holder thereof shall be entitled to a receiver, to the appointment of which the mortgagors hereby consent, 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 appraisal of said premises is hereby expressly waived. And all the covenants and agreements herein contained shall run with the land herein conveyed.

This Mortgage and the note and coupons secured thereby, shall in all respects be governed and construed by the laws of the State of Oklahoma.

Dated this 23rd day of April, 1923.

G. W. Nesmith

STATE OF OKLAHOMA, TULSA COUNTY, SS.

Before me H. M. Price, a Notary Public in and for said County and State, on this 23 day of April, 1923 personally appeared G. W. Nesmith, a single man 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 set forth.

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

My commission expires Jan. 15th 1925 (SEAL) H. M. Price-Notary Public  
Tulsa  
Filed for record at Tulsa County, Oklahoma, April 26, 1923 at 2:00 o'clock P.M. and recorded in Book 441 Page 404

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

228708-ACM

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

COMPARED

That THE DEMING INVESTMENT COMPANY, (a corporation) in consideration of the sum of Six Thousand Dollars, to it in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, set over and convey unto Central Savings Bank & Trust Company its successors, and assigns, one certain mortgage, dated the 19th day of February, A.D., 1923 executed by Cyrus S. Avery and Essie M. Avery, his wife to THE DEMING INVESTMENT COMPANY, and given to secure the payment of \$6000.00 and the interest thereon, and duly filed for record in the office of Register of Deeds (recorders office) of Tulsa County, Oklahoma, and recorded in Book 442 on Page 390, on the 9th day of March, 1923, together with the notes, debts and claims secured by said mortgage, and the covenants contained in said mortgage.

IN WITNESS WHEREOF, THE DEMING INVESTMENT COMPANY has caused its corporate name to be hereunto subscribed by its proper officers, and its corporate seal affixed this 19th day of April, A.D., 1923