

leases on said premises. The assignment is operative only in case of breach of the covenants and warranties herein and is to terminate and become null and void upon release of this mortgage.

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, 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 thereafter as hereinbefore provided, and 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 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 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 rents actually received; and the appraisement 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 note and coupons secured thereby shall in all respects be governed and construed by the laws of Oklahoma.

F.M. BROWN.

STATE OF OKLAHOMA)
) ss
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 20th. day of February, A.D. 1923, personally appeared F.M. Brown, a single man, and to me known to be the identical person described in and 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 above set forth.

My commission expires Jan. 31, 1927. (SEAL) MAX HALFF, Notary Public.

Filed for record in the office of the County Clerk within and for Tulsa County, on the 3rd. day of March, 1923, at the hour of 9:35 o'clock A.M. and duly recorded in Book 441, at page 61.

Brady Brown, Deputy

(SEAL) O. G. WEAVER, County Clerk.
TREASURER OF THE COUNTY

No. 223360 ~~COMPARSED~~
N.R.S.

OKLAHOMA SECOND MORTGAGE
March 1923
WAYNE L. DICKLEY, County Treasurer

THIS INDENTURE, Made this 20th. day of February, in the year of our Lord, One Thousand Nine Hundred and Twenty Three, between F.M. Brown, a single man, of Tulsa County, Oklahoma, of the first part, and the OKLAHOMA FARM MORTGAGE COMPANY, a corporation of Oklahoma City, Oklahoma of the second part.

WITNESSETH: That the said party of the first part has mortgaged and does hereby mortgage to party of the second part, the following described real estate, situated in Tulsa County, Oklahoma, to-wit:

Lots 3 and 4, of Section One (1) Township Seventeen (17)
North, Range Thirteen (13) East.

of the Indian Meridian, containing 80 acres, more or less with all the improvements thereon and appurtenances thereunto belonging, and warrant the title to the same. Except, a Mortgage to Oklahoma Farm Mortgage Company for \$4000.00.