

mortgage or to protect its liens, shall be repaid by the mortgagor to the mortgagee or assigns, with interest thereon at 10 per cent per annum, and this mortgage shall stand as security therefor.

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 10 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 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 secured thereby, shall in all respects be governed and construed by the laws of the State of Oklahoma.

Dated this 19th day of March 1923,

Wayne Foster

Inez Foster

STATE OF OKLAHOMA Tulsa County, ss.

Before me, the undersigned a Notary Public in and for said County and State on this 19th day of March 1923, personally appeared Wayne Foster and Inez Foster, Husband and Wife, 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 set forth.

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

My commission expires January 11th, 1926

(SEAL)

C. B. Walker, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Mar. 20, 1923 at 9:00 o'clock A.M.

in Book 442, page 493

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

224999 C. J.

REAL ESTATE MORTGAGE

COMPARED

Received of J. R. League, \$1.60
Receipt No. 8371, in payment of mortgage
tax on the within mortgage.

Dated this 21 day of March 1923

WAYNE L. DICKEY, County Treasurer

W. J.

Deputy

KNOW ALL MEN BY THESE PRESENTS, That J. R. League, an unmarried man, of Tulsa County, in the State of Oklahoma, party of the first part, has mortgaged and hereby mortgages to William Vance, of Tulsa County, of the State

of Oklahoma, party of the second part, the following described real estate and premises, situated in Tulsa County, State of Oklahoma, to-wit:

The East One Half (E $\frac{1}{2}$) of the South One Half (S $\frac{1}{2}$) of Lot Twenty seven (27) of Central Place Sub-Division to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof,

with all the improvements thereon, and appurtenances thereunto belonging, and warrant the