

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 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 persons named in the preamble as parties hereto.

Dated this 24th day of January 1923.

John W. Smith

Rosa M. Smith

STATE OF OKLAHOMA,)
Tulsa County) SS. Before me, the undersigned, a Notary Public, in and for said
County and State, on this 24th day of January 1923 personally appeared John W. Smith and Rosa M. Smith, his 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 therein set forth.

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

My commission expires Jan. 4, 1926

(SEAL)

Zaida Hogan, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Mar. 20, 1923 at 9:00 o'clock A. M.
in Book 442, page 497

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

225003 RECEIVED
Receipt No. 372
tax to the within mortgage
Dated this 24th day of March 1923
WAYNE L. HENRY, County Treasurer

REAL ESTATE MORTGAGE

COMPARED

KNOW ALL MEN BY THESE PRESENTS: That Joseph W. Lonsdale and Allice Lonsdale, his wife, of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Charles E. Middlecoff, party of the second part,

the following described premises, situated in Tulsa County, State of Oklahoma to-wit:

Lot Eight (8) in Ozarka Place Addition to the City of Tulsa, Oklahoma,

according to the recorded plat thereof,

with all improvements thereon and appurtenances thereunto belonging, and warrant the title to the same.

This mortgage is given to secure the payment of the principal sum of six Hundred Fifty and no/100 Dollars, with interest thereon at the rate of 8 per cent per annum, payable each month from date, according to the terms and at the time and in the manner provided by Thirty-three certain promissory notes dated Jan. 10, 1923, given and signed by the makers hereof, and payable to the order of the mortgagee herein at Tulsa, Oklahoma, the last note of \$10.17 being due and payable October 10, 1925.

IT IS EXPRESSLY AGREED AND UNDERSTOOD by and between the said parties hereto, that this Mortgage is a first lien upon said premises; that the party of the first part will pay said principal and interest at times when the same fall due and at the place and in the manner provided in said notes and will pay all taxes and assessments against said land when the same are due each year, and will not commit or permit any waste upon said premises; that the buildings and other improvements thereon shall be kept in good repair and