

~~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 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, 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.

The 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 28th day of January, 1924.

Signed in the presence of  
M.H. Calvert.

Mollie Miller.

STATE OF OKLAHOMA, )  
TULSA COUNTY, ) SS

Before me, C.D. Coggeshall, a Notary Public in and for said County and State, on this 31st day of January, 1924, personally appeared Mollie Miller (A widow) to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her 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 May 7, 1927. (SEAL) C.D. Coggeshall, Notary Public.

Filed for record at Tulsa, Tulsa County, Oklahoma, Feb. 5, 1924, at 3:10 o'clock P.M.  
and recorded in book 443, page 245.

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

#250474 NS

OKLAHOMA FIRST MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS;

That Jack Manes, (a single man) of Tulsa County, State of Oklahoma, party of the first part, has mortgaged and hereby mortgages to John C. Palmer party of the second part, the following described real estate and premises, situated in Tulsa County, State of Oklahoma, to-wit;

Lots Thirty-one (31) and Thirty-two (32), Block Two (2) in Eastland Addition to the City of Tulsa, with all the improvements thereon and appurtenances thereunto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of Fifteen Hundred Dollars due and payable on the 23d day of January, 1927, with interest thereon at the rate

TREASURER'S ENDORSEMENT  
I hereby certify that I received \$70.00 and issued  
Receipt No. 18622 in full payment of mortgage  
tax on the within mortgage.  
Dated this 6 day of Feb. 1924  
W. W. Smith, County Clerk.