

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 expenditure, 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 liable to account for any rental or damage other than for rents actually received; and the appraisalment 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 22nd day of February 1923,

H. C. Cross

Agnes A. Cross

STATE OF OKLAHOMA, Tulsa COUNTY, SS.

Before me C. G. Hough a Notary Public in and for said County and State, on this 24th day of February 1923, personally appeared N. C. Cross and wife, Agnes A. Cross 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 27-1924 (SEAL) C. G. Hough - Notary Public
Filed for record at Tulsa, Tulsa County, Oklahoma, Feb. 27, 1923 at 9:00 o'clock A. M.
and recorded in Book 444 Page 157

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

222901-ACM WARRANTY DEED \$150 INTERNAL REVENUE COMPARED

THISIndenture, Made this 6th day of February A. D. 1923, between G. C. Packard and Lula B. Packard, his wife, of Fort Smith, Arkansas, of the first part, and Henry Brandner and W. H. Lenfesty of the second part:

WITNESSETH, The said parties of the first part, in consideration of Twelve Hundred & no/100 DOLLARS, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said parties of the second part their heirs, and assigns, all of the following described real estate, situated in the County of Tulsa, and State of Oklahoma, to-wit: Lot's 1 & 2 Block 7 in East Highland, and addition to the City of Tulsa, Tulsa County, Oklahoma, according to the duly recorded plat of same.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining forever. And I, the said G. C. Packard for myself and for my heirs, administrators and assigns, do hereby covenant, promise and agree to and with said party of the second part, that at the delivery of these presents I was lawfully seized in my own right of an absolute and indefeasible state of inheritance, in fee simple, of, in and to all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, discharged and unincumbered of and from all former grants, title, charges, judgments, taxes, assessments, and incumbrances of what nature and kind soever, except taxes due or that may become due, and that they will warrant and forever defend the title to the same unto said parties of the second part their heirs and assigns, against said party of the first part, his heirs, successors and assigns, and all and every person whomsoever lawfully