

same, or fail to pay the taxes thereon when due, or fail to procure, maintain and deliver the insurance herein provided, or fail to repay any money expended by the legal holder of this mortgage, as herein provided in protecting the title or possession to said real estate, or the interest of the mortgagee or assigns therein or fail to pay any sum paid by the mortgagee or assigns in discharging any incumbrances or adverse title against said real estate, then the whole sum of money hereby secured shall, at the option of the holder of the notes hereby secured, without notice, be declared due and payable at once and this mortgage may thereupon be foreclosed immediately for the whole of said money, interest and costs, together with all other sums expended as herein provided, and the statutory damages in a case of protest, and the said mortgagee or legal holder thereof shall at once, upon the filing of the bill for the foreclosure of this mortgage, be forthwith entitled to have a receiver appointed, without statutory proof, to take immediate possession of said premises and receive and collect all rents, issued and profits thereof.

WAIVER: For value received the said party of the first part hereby waives all benefits of stay, valuation and appraisal laws of Oklahoma and does hereby agree that the contract embodied in this mortgage and notes secured hereby shall in all respects be governed and construed according to the laws of Oklahoma in force at the date of execution hereof.

IN WITNESS WHEREOF, the said party of the first part has hereunto subscribed the names of said party of the first part.

M. E. Nesbitt

A. B. Nesbitt

STATE OF OKLAHOMA,
ss.
Tulsa County

Before me Georgina B. Hammett a Notary Public, within and for said County and State, personally appeared M. E. Nesbitt and A. B. Nesbitt wife and husband to me personally known to be the identical persons who executed the within and foregoing instrument, and who 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 on this 7 day of March, 1923.

My commission expires July 30, 1925 (SEAL) Georgina B. Hammett - Notary Public
Filed for record at Tulsa, Tulsa County, Oklahoma, March 17th 1923 at 11:30 o'clock A. M.
and recorded in Book 444 Page 388

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

224778-ACM

M O R T G A G E

RECORDED IN BOOK 444 PAGE 388
I hereby certify that I received \$120.00 and issued
Receipt No. 8302 therefor in payment of mortgage
tax of the within mortgage.
Dated this 17 day of March 1923
WAYNE L. DICKEY, County Treasurer
a J

KNOW ALL MEN BY THESE PRESENTS:

That T. C. Rogers and Clara Rogers, husband and wife, of Tulsa County, in the State of Oklahoma, parties of the first part have mortgaged and hereby mortgage to the NATIONAL BUILDING & LOAN ASSOCIATION OF Pawhuska, Oklahoma, a corporation duly organized and doing business under the laws 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 sixty-five (65) feet of the West One Hundred and Seventy-five (175) feet of the following tract of land; Beginning at a point Fifty-two (52) rods South of the Northwest Corner (NW) of the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Five (5), Township Nineteen (19) North, Range Twelve (12) East, and running, Thence South