

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 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, 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 appraisalment 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 March, 1923

G. C. Potter

TEASHERED ENDORSEMENT
I hereby certify that I received \$ 2.00 and issued
Receipt No. 8496 in payment of mortgage
tax on the within mortgage.

Dated this 28 day of March 1923

WAYNE L. DICKEY, County Treasurer

STATE OF OKLAHOMA

SS.

TULSA COUNTY

Before me, the undersigned, a Notary Public, in and for said County and State, on this 27th day of March 1923, personally appeared G. C. Potter, a single man to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his 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 Sept 5, 1923.

(SEAL)

Brady Brown - Notary Public

Filed for record at Tulsa, Tulsa County, Oklahoma, March 27, 1923 at 1:40 o'clock P.M.

and recorded in Book 444 Page 600

By Brady Brown - Deputy

(SEAL)

O. G. Weaver - County Clerk.

225805-ACM COMPARED

GENERAL WARRANTY DEED

INTERNAL REVENUE

THIS INDENTURE, Made this 26th day of March A.D., 1923 between Jeannie Bruce and Alex Bruce, her husband of Tulsa County, in the State of Oklahoma, of the first part, and J. H. Simmon and E. N. Holmes of the second part.

WITNESSETH, That in consideration of the sum of FIVE HUNDRED SEVENTY FIVE & NO/100 Dollars, the receipt whereof is hereby acknowledged, said parties of the first part do by these presents grant, bargain, sell and convey unto said party of the second part, their heirs and assigns, all of the following described real estate situated in the County of Tulsa State of Oklahoma, to-wit:

Lots Number Sixteen (16) of the Re-Subdivision of Lots 1,2,3,4,5,16,17,18,19, and 20 Block One (1) and Lot One (1) Block Two (2) Rogers Heights Sub-division, Tulsa County, Oklahoma, according to the recorded plat thereof.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining forever.

And said Jeannie Bruce and Alex Bruce, her husband, their heirs, executors, or administrators, do hereby covenant, promise and agree to and with said parties of the second part at the delivery of these presents that they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance in fee simple, of and in, all and singular the above granted and described premises, with appurtenances; that the same are free, clear, and discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgements, taxes, assessments, and encumbrances, of whatsoever nature and kind, EXCEPT 1923 and thereafter and that they will WARRANT AND FOREVER DEFEND the same unto the