

COMPARED

second part or assigns shall be entitled to a foreclosure of this mortgage, and to have the said premises sold and the proceeds applied towards the payment of the indebtedness due the said second party, or its assigns, ascertained in accordance with the terms of the note and contract 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 consents, 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, the mortgagors hereby waiving any and all damage arising by reason of the taking possession of said premises as aforesaid, and for any and all other damage or liabilities that may occur to said property when in the possession of said mortgagee; and all the covenants and agreements herein contained shall run with the land herein conveyed.

This mortgage and the note and contract secured hereby shall in all respects be governed and construed by the laws of Oklahoma.

Henrietta Corby
M. C. Corby.

State of Oklahoma)
County of Tulsa) SS

Before me, Virginia M. Hagan, a Notary Public, in and for said County and State, on this 3rd day of April, A.D. 1923, personally appeared Henrietta Corby and M. C. Corby, 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 above set forth,

(SEAL) Virginia M. Hagan, Notary Public.

My commission expires Dec. 30, 1925.

Filed for record in Tulsa County, Oklahoma, on April 3, 1923, at 4:40 P.M. and duly recorded in book 445, page 414, By Brady Brown, Deputy,

(SEAL) O.G. Weaver, County Clerk.

226543 - BH

OKLAHOMA FIRST MORTGAGE.

Know all men by these presents: That P. W. Sharp and Mary E. Sharp, his wife, of Tulsa County, State of Oklahoma, parties of the first part, have mortgaged and hereby mortgage to L. N. Ewing, party of the second part, the following described real estate and premises, situated in Tulsa County, State of Oklahoma, to-wit:

Lot three (3) in Block nine (9) of Wakefield Addition
to the City of Tulsa, Oklahoma, according to the
recorded plat thereof,

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 two thousand and no/000 dollars, due and payable on the 29th day of March, 1926, with interest thereon at the rate of eight per cent per annum, payable annually from date, according to the terms and at the time and in the manner provided by one certain promissory note of even date herewith, given and signed by the makers hereof, P. W. Sharp and Mary E. Sharp, his wife, and payable to the order of the mortgagee herein, and being for the

----- TREASURER'S ENDORSEMENT -----

I hereby certify that I received \$4¹⁰ and issued
Receipt No. 8640 in payment of mortgage
tax on the within mortgage.
Dated this 3rd day of April, 1923
W. NELSON DICKER, County Treasurer
Deputy