

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 the whole sum secured hereby shall at once and without notice become due and payable at the option of the holder hereof, and shall bear interest thereafter as hereinbefore provided, and the said party of the second part, or 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 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 appraisement 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 note and coupons secured thereby shall in all respects be governed and construed by the laws of Oklahoma.

Winnifred Merwin.
H. S. Merwin.

State of Kansas)
County of Sedgewick) SS Before me, W. T. McGinness a Notary Public, in and for said County and State, on this 23rd day of March, A.D. 1923, personally appeared H. S. Merwin and Winnifred Merwin, his wife, to me known to be the identical persons described in and 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) W. T. McGinness, Notary Public.

My commission expires September 28th, A.D. 1926.

#1445
Filed for record in Rogers County, Okla. on April 3, 1923, at 2:50 P.M. and duly recorded in book 172, page 270, by C. R. Musgrave, County Clerk.

Filed for record in Tulsa County, Okla. on April 10, 1923, at 2:40 P.M. and duly recorded in book 445, page 447, By Brady Brown, Deputy.

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

227178 - BH COMPARED

OKLAHOMA SECOND MORTGAGE.

This indenture, made this 17th day of March, in the year of our Lord, one thousand nine hundred and twenty three between H. S. Merwin and Winnifred Merwin, his wife, of Sedgewick County, Kansas, of the first part, and the Oklahoma Farm Mortgage Company, a corporation of Oklahoma City, Oklahoma, of the second part,

Witnesseth, that the said parties of the first part have mortgaged and do hereby mortgage to party of the second part, the following described real estate, situated in Rogers and Tulsa County, Oklahoma, to-wit:

South half of the southwest quarter and south half of Northwest quarter of southwest quarter of section fifteen (15) (Rogers County) and Southeast quarter of southeast quarter and north half of southwest quarter of southeast quarter of section sixteen (16) (Tulsa County) all in township twenty one (21) north, range fourteen (14)

of the Indian Meridian, containing 160 acres, more or less, with all the improvements

RECEIVED
FARM MORTGAGE COMPANY
Receipt No. 8786
Dated this 17 day of April 1923
WAYNE L. DICKEY, County Treasurer
Deputy