

at 10 per cent per annum, and this mortgage shall stand as security therefor. COMPARED

And it is further agreed that upon a breach of the warranty herein or upon a 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 or upon any waste upon said premises, or any removal or destruction of any building or other improvements thereon, without the consent of the said second party, the whole sum secured hereby shall at once and without notice become due and payable at the option of the holder thereof, and shall bear interest thereafter at the rate of ten per cent per annum, and the said party of the second part or its 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 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 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 the note and coupons secured thereby, shall in all respects be governed and construed by the laws of the State of Oklahoma.

Dated this 2nd day of April, 1923.

Signed in the presence of Wm. T. Calvert.

W. E. Strickland,
Callie Strickland.

State of Oklahoma, Tulsa County, SS,

Before me, Wm. T. Calvert, a Notary Public, in and for said County and State, on this 2nd day of April 1923, personally appeared W. E. Strickland and wife, Callie Strickland, 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 written.

(SEAL) Wm. T. Calvert, Notary Public.

My commission expires May 15th, 1926.

Filed for record in Tulsa County, Oklahoma, on April 14, 1923, at 8:30 A.M. and duly recorded in book 445, page 478, By Brady Brown, Deputy;

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

227535 - BH

COMPARED

LEASE, GENERAL FORM, WAIVING EXEMPTION, ETC.

This lease made this 1st day of February, 1923, by Ira E. Cornelius and W. H. Gray, parties of the first part to C. E. Parker, Jenks, Oklahoma, party of the second part.

Witnesseth, that the said parties of the first part, in consideration of the rents, covenants and agreements of the said party of the second part, hereinafter set forth, do by these presents, demise, lease and rent to the said party of the second part, for agricultural purposes the following described property, situate in the County of Tulsa, State of Oklahoma, to-wit: NE 1/4 of the NE 1/4 of Sec. 35, Twp. 18-N, Range 12-E.

To have and to hold the same, unto the said party of the first part, from the 1st day of February, 1923, to the 1st day of January, 1928.

And said party of the second part, in consideration of the leasing of the