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incurred in litigation or otherwise including attorney fees and abstract of title to said premises, incurred by reason of this mortgage, or to protect its liens, shall be repaid by the mortgagor to the mortgagee or assigns, with interest thereon at ten per cent per annum, and this mortgage shall stand as security therefor.

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 upon 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 become due and payable at the option of the holder hereof and shall bear interest thereon after 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, and the holder hereof shall in no case be held to account for any rental or remade oth with for rents actually received; and the appraisement 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 20th day of Dec. 1923.

R. H. Sallee.
Ermi Neller Sallee.

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State of Oklahoma)
Tulsa County) SS

Before me, the undersigned, a Notary Public in and for said County and State, on this 20th day of Dec. 1923, personally appeared R. G. Sallee and Ermi Neller Sallee, husband and wife, 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 last above written.

(SEAL) J.O. Colburn, Notary Public

My commission expires March 23rd, 1926.

Filed for record in Tulsa County, Okla. on March 3, 1924, at 1:40 P.M., recorded in book 448, page 160, Brady Brown, Deputy.

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

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COMPALED

JOURNAL ENTRY.

IN THE SUPERIOR COURT IN AND FOR TULSA COUNTY, OKLAHOMA?

Sarah Hamilton, Plaintiff

No. 6427.

vs

A.J. Allen and Eddie Allen.
(Nee Patterson)

Journal Entry of Judgement.

Defendants

Now, on this the 23rd day of January, 1920, the same being one of the regular judicial days of the January term of said Court, this cause coming on regularly to be heard before the Honorable Iyal J. Marton, Judge of said court, and the plaintiff being present