

and holder hereof shall be entitled to immediate possession of the said premises and to the appointment of a receiver without notice, which notice the first party hereby waives.

It is further agreed that upon the breach of any promise, agreement, covenant, condition or warranty herein, including the failure to pay any principal or interest secured hereby when due or any taxes or assessments herein mentioned when due, or to keep the premises unceasingly insured and to deliver policies of insurance as herein provided, or to comply with any requirements herein, the whole sum secured hereby shall at once and without notice, at the option of the holder hereof become immediately due and payable, whether or not the holder shall have paid any such taxes or assessments or have procured any such insurance, and the holder hereof shall thereupon be entitled to foreclose this mortgage and to have the premises sold and the proceeds applied to the payment of the sum secured hereby, and immediately upon the filing of a petition for foreclosure the holder hereof shall be entitled to a receiver to the appointment of which the first party 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 rentals or damages other than for rent actually received; the first party expressly waives election to declare the whole debt or any part thereof due as hereinbefore stated and expressly waives appraisement of said real estate and all benefits of the stay, valuation and appraisement laws of the State of Oklahoma,

Frank S. Kelly,  
Carolynne M. Kelly.

State of Oklahoma )  
County of Tulsa ) SS  
Before me, the undersigned, a Notary Public, in and for said County and State, on this 10th day of May, 1924, personally appeared Frank S. Kelly and Carolynne M. Kelly, his 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 notarial seal the day and year last above written.

(SEAL) Homer King, Notary Public

My commission expires Jan 25th, 1924.

Filed for record in Tulsa County, Okla. on May 13, 1924, at 3:15 P.M. recorded in book 449, page 190, Brady Brown, Deputy,

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

258102 - BH

#### QUIT CLAIM DEED.

This indenture made this 24th day of April, A.D. 1924, between C. W. Bailey and Grace A. Bailey, his wife, of the first part, and M. E. Bailey of the second part.

Witnesseth, that said parties of the first part in consideration of the sum of one and no/100 dollars to them duly paid the receipt of which is hereby acknowledged, have quit claimed, granted, bargained, sold and conveyed, and by these presents do for themselves, their heirs, executors and administrators, quit claim, grant, bargain and convey unto the said party of the second part and to his heirs and assigns, forever, all their right, title, interest, estate, claim and demand both at law and equity in and to the following described property, to-wit:

The northeast quarter (NE 1/4) of section twenty four (24)  
township nineteen (19) north, range thirteen (13) east,  
containing 160 acres, more or less, in Tulsa County, Oklahoma,  
together with all and singular hereditaments and appurtenances thereto belonging.