

in accordance with the ~~terms~~ thereof, 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 mortgagor 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 mortgagor 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 purchase money mortgage and the notes and monthly payment obligations secured thereby shall, in all respects, be governed and construed by the laws of Oklahoma.

C.L.Wiley,

State of Oklahoma)
County of Tulsa) SS
Before me, C. R. Thurlwell, a Notary Public, in and for said County and State, on this 14th day of May, A.D. 1924, personally appeared C. L. Wiley, to me known to be the identical person who executed the within and foregoing purchase money mortgage and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

Witness his hand and seal the day and year first above written.

(SEAL) C. R. Thurlwell, Notary Public,
Tulsa Co. Oklahoma.

My commission expires Jan. 15, 1928.

Filed for record in Tulsa County, Okla. on May 14, 1924, at 2:15 P.M. recorded in book 449, page 202, Brady Brown, Deputy,

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

258043 - BH

REAL ESTATE MORTGAGE.

Know all men by these presents: That L. H. Agard and W. G. Agard, her husband, of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Southwestern Mortgage Company Roff, Okla., party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

North 60 Feet of lot seven (7) block ^{nine} ~~thirteen~~ (19)

Irving Place addition to the City of Tulsa

with all improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of twenty five hundred dollars, with interest thereon at the rate of ten per cent per annum payable semi-annually from date, according to the terms of seven certain promissory notes described as follows, to-wit: One note of \$1000.00, two of \$500.00, one of \$200.00 and three of \$100.00, all dated May 8th, 1924, and all due in three years.

Said first parties agree to insure the buildings on said premises for their reasonable value for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first parties agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first parties further expressly agree that in case of foreclosure of this mortgage, and as often as any proceeding shall be taken to foreclose same as herein