

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 notice of election to declare the whole debt or any part thereof due as hereinbefore stated, and expressly waives appraisalment of said real estate and all benefits of the stay, valuation and appraisalment laws of the State of Oklahoma.

R. J. St. Germain,
Isabel D. St. Germain.

State of Oklahoma)
County of Tulsa) SS
Before me, the undersigned, a Notary Public, in and for said County and State, on this 13th day of May, 1924, personally appeared R. J. St Germain and Isabel D. St. Germain, 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, 1928.

Filed for record in Tulsa County, Okla. on May 14, 1924, at 2:45 P.M. recorded in book 449, page 207, Brady Brown, Deputy,

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

258190 - BH

REAL ESTATE MORTGAGE.

Know all men by these presents: That Cunningham Company, a corporation by W. P. Cunningham, its president, of Tulsa County, Oklahoma, party of the first part, has mortgaged and hereby mortgage to M. M. Bay of Okmulgee County, Oklahoma, and John Bay of Aurora, Illinois, \$4000.00 being the interest of John Bay and \$5000.00 representing the interest of M. M. Bay., parties of the second part, the following described real estate and premises situated in Tulsa, Tulsa County, State of Oklahoma; to-wit: the south thirty (30) feet of lot two (2) and all of lot three (3) block seven (7) Hodge addition to the City of Tulsa, Tulsa County, Oklahoma, as shown by the recorded plat thereof, 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 nine thousand (\$9000.00) and no/100 dollars, with interest thereon at the rate of 10% per cent per annum payable, annually from date, according to the terms of two certain promissory notes described as follows, to-wit; One note in the sum of \$4000.00 dated May 9th, 1924 and due May 9th, 1926, to John Bay, one note in the sum of \$5000.00 dated May 9th, 1924 and due May 9th, 1925, to M. M. Bay.

Said first party agrees 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 party agrees to pay all taxes and assessments