

upon the release of this mortgage. And in the event of any default under this mortgage; the owner 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~~ *which the first party hereby consents to which appointment* the holder here shall be entitled to a receiver to the 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 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,

W. A. Burton, Jr.,
Betty Louise Burton.

State of Oklahoma)
County of Tulsa) SS Before me, the undersigned, a Notary Public, in and for said County and State, on this 26th day of May, 1924, personally appeared W. A. Burton and Betty Louise Burton, 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) Grace Rebbing, Notary Public.

My commission expires May 12, 1927.

Filed for record in Tulsa County, Okla. on May 27, 1924, at 1:40 P.M. recorded in book 449, page 352, Brady Brown, Deputy,

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

259357 - BH

RELEASE OF MORTGAGE.

In consideration of the payment of the debt therein named, Atlas Life Insurance Co. a corporation, does hereby release and satisfy, mortgage executed by E. E. Oberholtzer and Myrtle Barr Oberholtzer, (husband and wife) to Atlas Life Insurance Company, Tulsa, Oklahoma, and which is recorded in book 277 of mortgages, page 372 of the records of Tulsa County, State of Oklahoma, said mortgage being dated the 18th day of July, 1919 and covering the following described property, lot four (4) block two (2) Drew addition to the City of Tulsa, Oklahoma, in Tulsa County, State of Oklahoma,

In witness whereof, Atlas Life Insurance Company, a corporation, has caused these presents to be signed by its president, and its corporate seal to be affixed this 28th day of May, 1924

(Corp. Seal) Atlas Life Insurance Company,