

15409

40

19

June

53

In the event said parties of the first part fail to insure said buildings or to pay the taxes and assessments on the land before delinquent, then party of the second part, its successors or assigns, may insure said property and pay such taxes and assessments, and the money expended therefor shall be secured by this mortgage and bear interest from the date of payment by the second party at the rate of ten per cent per annum, payable semi-annually.

It is further expressly agreed, by and between the parties hereto that if any default be made in the payment of the principal sum of this mortgage, or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and said second party shall be entitled to the immediate possession of the premises and all rents and profits thereof as additional collateral security. To which end the mortgagee shall be entitled, and the mortgagor hereby consents to and waives notice of the application for, the appointment of a receiver, either at the time of, or after the commencement of such action, the mortgagee and such receiver to be in no event held to account for any rentals or damages other than for rents actually received; the mortgagor hereby waiving any and all damages arising by reason of the taking of said premises into possession as aforesaid, and any and all damage or liability that may occur to said property while in possession of said mortgagee or such receiver.

Said parties of the first part hereby agree that in the event action is brought to foreclose this mortgage they will pay all expenses of collection including a reasonable attorney's fee of two hundred and no/100 dollars, which this mortgage also secures, and which shall be due upon the filing of the petition in foreclosure.

No waiver of any default hereunder shall affect or be deemed a waiver of any other default.

Parties of the first part, for said consideration do hereby expressly waive appraisal of said real estate and all benefits of the homestead, exemption and stay laws in Oklahoma.

Dated this 18th day of June, 1924.

Zula A. Burkhardt,
Richard W. Burkhardt.

State of Oklahoma)
County of Tulsa) SS Before me, a Notary Public, in and for said County and State, on this 18th day of June, 1924, personally appeared Zula A Burkhardt and Richard W. Burkhardt her husband, to me personally 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 signature and official seal the day and year last above written.

(SEAL) Emily H. Bartay, Notary Public.

My commission expires Mar. 19, 1926.

Filed for record in Tulsa County, Okla. on June 19, 1924, at 11:30 A.M. recorded in book 449, page 563, Brady Brown, Deputy.

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

260926 - BH

WARRANTY DEED.

The State of Oklahoma)
County of Tulsa) SS Know all men by these presents: That I, John J. Harden,