

its assigns shall be entitled to a foreclosure of this mortgage and to have the said premises sold and the proceeds applied to the payment of the sums secured hereby; 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 mortgagors hereby consent, and the holder hereof shall in no case be held to account for any rental or damage other than for rents actually received; and the appraisal of said premises is hereby expressly waived or not at the option of the holder of this mortgage.

In construing this mortgage the words "first party" ^{and second party} wherever used shall be held to mean the persons named in the preamble as parties hereto.

Dated this May 22, 1923

J. W. Abel

Lillian May Abel

STATE OF OKLAHOMA)
Seal reads Tulsa Co.) SS. Before me, the undersigned, a Notary Public, in and for said
-----COUNTY)
County and State, on this May 22, 1923 personally appeared J. W. Abel and Lillian May Abel 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 official seal the day and year last above written.

My Commission expires Nov. 23, 1926

(SEAL)

Mac Rupp, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, May 23, 1923 at 11:00 o'clock A. M.
in Book 450 , page 523

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

231334 C.J.

REAL ESTATE MORTGAGE

COMPARED

I hereby certify that I received \$1,500.00 and issued
Book 450, page 523 therefor in payment of mortgage
made on the within mortgage.

Dated this 23 day of May 1923

WAYNE L. DORR, County Treasurer

KNOW ALL MEN BY THESE PRESENTS: That Barata Myers,
of Tulsa County, Oklahoma, party of the first part,
has mortgaged and hereby mortgages to R. J. Irwin,
party of the second part, the following described
premises, situated in Tulsa County, State of Oklahoma,

to-wit:

The East Twenty-five (25) Feet of the South One Hundred (100) Feet
of Lot Twenty-three (23) and the West Twelve and One-Half (12½) Feet
of the South One Hundred (100) Feet of Lot Twenty-Four (24), all in
Block One (1) in Kirkpatrick Heights Addition to the City of Tulsa,
according to the recorded plat thereof,

(The amount hereby secured, together with the first mortgage to Southwestern Mortgage Company in the sum of \$1,500.00, hereinbelow mentioned and which has been assumed by first party, represent the remainder of the purchase price of said property to be paid by first party.) (It is agreed by the mortgagee that this lien shall be secondary to any 1st mortgage that the said Barata Myers deems necessary to make in order to take up the \$1500.00 mortgage above referred to when same is due. In the event the said Barata Myers is able to secure a 1st mortgage greater than \$1500.00 the additional amount secured shall be made to apply upon this mortgage lien.) with all improvements thereon and appurtenances thereunto belonging, and warrant the title to the same, except a mortgage to Southwestern Mortgage Company in the principal sum of \$1,500.00, now of record, which first party herein has assumed and agreed to pay.