

the premises or to pay any premium for any such insurance which may have been advanced by said second party, or failure to keep the said improvements in good repair and in a tenable condition, or in the event any act of waste ^{is} committed on said premises, in any of which events the entire debt shall become due and payable, at the option of said party of the second part or its assigns, the said party of the second part or assigns shall be entitled to a foreclosure of this mortgage, and to have the premises sold and the proceeds applied towards the payment of the indebtedness due the said second party, or its assigns, ascertained in accordance with the terms of the note and contract 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 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 mortgagors 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 mortgage and the note and contract secured thereby shall in all respects be governed and construed by the laws of Oklahoma.

I hereby certify that I wrote name of Mollie Markovitz, at her request and in her presence this _____ day of June, 1923.

John M. Lindley
John M. Lindley,
W. E. Broach,

Jake Markovitz,
Mollie (Her mark) Markovitz.

State of Oklahoma }
County of Tulsa } SS Before me, Fred S. Broach, a Notary Public, in and for said County and State on this 18th day of June, A.S. 1923, personally appeared Jake Markovitz and Mollie Markovitz 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 above set forth.

(SEAL) Fred S. Broach, Notary Public.

My commission expires March 10, 1925.

State of Oklahoma }
County of Tulsa } SS Before me, Fred S. Broach, a Notary Public, in and for said County and State on this 18th day of June, 1923, personally appeared Mollie Markovitz, wife of Jake Markovitz, to me known to be the identical person who executed the within and foregoing instrument, by her mark in my presence and in the presence of John M. Lindley and W. E. Broach, as witnesses and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above set forth.

(Seal)

(Fred S. Broach, Notary Public.

My commission expires March 10, 1925

Filed for record in Tulsa County, Okla. on June 19, 1923, at 10:30 A.M. and duly recorded in book 455, page 383, By Brady Brown, Deputy,

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

455

TREASURER
I hereby certify that the within instrument is a mortgage and is subject to the payment of mortgage tax on the within mortgage.
Dated this 19th day of June, 1923
WAYNE L. LUCKY, County Treasurer