

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 or insurance as herein provided or to comply with any requirements hereib, 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 appraisement of said real estate and all benefits of stay, valuation and appraisement laws of the State of Oklahoma.

Otho B. Morris,
Wynemah H. Morris.

State of Oklahoma)
County of Tulsa) SS

Before me, the undersigned, a Notary Public, in and for said County and State, on this 10th day of July, 1923, personally appeared Otho B. Morris and Wynemah H. Morris, 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) B. French, Notary Public.

My commission expires 10/6/26.

Filed for record in Tulsa County, Okla. on July 11, 1923, at 4:10 P.M. and duly recorded in book 455, page 595; By Brady Brown, Deputy,

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

235513 - BH

COMPARED

AFFIDAVIT.

State of Oklahoma)
County of Tulsa) SS

Jake Easton, being first duly sworn says that he is Vice-President of the Exchange National Bank of Tulsa, Oklahoma; that the American National Bank of Tulsa, Oklahoma, closed its doors on or about the 16 day of April, 1919, that the Exchange National Bank of Tulsa took over the assets of said American National Bank; that Jake Easton was duly appointed as Liquidating Agent of the American National Bank and duly qualified as such; that he was, prior to the 6th day of November, 1922, ever since has been and now is the duly appointed, qualified and acting Liquidating Agent of said American National Bank of Tulsa, Oklahoma,