

thereon at ten per cent per annum, and this mortgage shall stand as security therefor.

AND IT IS FURTHER AGREED that upon a breach of the warranty herein or upon a failure to pay when due any sum, interest or principal, secured hereby, or any tax or assessment herein mentioned, or to comply with any requirements herein or upon any waste upon said premises, or any removal or destruction of any building or other improvements thereon, without the consent of the said second party, the whole sum secured hereby shall at once and without notice become due and payable at the option of the holder thereof and shall bear interest thereafter at the rate of ten per cent per annum, and the said party of the second part or 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 2nd day of July, 1923.

Blanche B. Drum

B. M. Drum

STATE OF OKLAHOMA, )  
Tulsa County ) SS. Before me, the undersigned, a Notary Public, in and for said County and State, on this 2nd day of July, 1923 personally appeared Blanche B. Drum and B.M. Drum, her husband, 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 Jan 16, 1927 (SEAL) May Speight, Notary Public  
Filed for record in Tulsa County, Tulsa Oklahoma, July 9, 1923 at 1:00 o'clock P. M. in Book 464, page 59

By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk

235320 C. J. ~~COMPARISON~~ WARRANTY DEED

THIS INDENTURE, made this 9th day of October in the year of our Lord, One Thousand, Nine Hundred and twenty two between J. W. McDaniel of Altoona in the County of Wilson and State of Kansas of the first part, and Jessie G. Berry Walter R. Berry, of the second part.

WITNESSETH, That the said party of the first part, in consideration of the sum of Nineteen hundred and no/100 DOLLARS to him duly paid, has sold and by these presents do grant and convey to the said party of the second part, her heirs and assigns, all that tract or parcel of land situate in Tulsa County and State of Oklahoma, and described as follows, to wit:

The East Half of Lot number Three (3) in Block Fifty (50)  
in the town of collinsville, Rogers County, Oklahoma, According to the  
Official plat thereof

with appurtenances, and all the estate, title and interest of the said party of the first