

default in the payment of any monthly installment the mortgagee or legal representative may collect said rents and credit the sum collected less cost of collection, upon said indebtedness, ^{and} these promises may be enforced by the appointment of a Receiver by the Court.

Signed and delivered this 27th day of August, 1923.

B. F. Breeding,
Ethel S. Breeding.

COMPARED

State of Oklahoma)
Tulsa County) SS
Before me, the undersigned, a Notary Public, in and for said County and State, on this 28th day of Aug. 1923, personally appeared B. F. Breeding and Ethel S. Breeding, to me known to be the identical person 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.

In witness whereof, I have hereunto set my hand and notarial seal the date last above mentioned,

(SEAL) Chas. B. Rawson, Notary Public.

My commission expires April 8, 1924.

Filed for record in Tulsa County, Okla. on Aug. 30, 1923, at 8:30 A.M. and duly recorded in book 467, page 442, By Brady Brown, Deputy.

(SEAL) O.C. Wesver, County Clerk.

239091 - BH

COMPARED

REAL ESTATE MORTGAGE.

This indenture, made this 26th day of July, A.D. 1923, between Mary Whitney and B. A. Whitney, her husband, of Tulsa County, in the State of Oklahoma, parties of the first part, and Lillian Hollyman, of Tulsa, Oklahoma, party of the second part;

Witnesseth, that the said parties of the first part, in consideration of the sum of seven hundred thirty seven and 50/100 dollars, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, her heirs and assigns, all of the following described real estate, situated in Tulsa County, and State of Oklahoma, to-wit:

ALL of the south half (S $\frac{1}{2}$) of the east one hundred and thirty eight (105) feet of lot two (2) and the east one hundred and thirty eight (105) feet of lot three (3) Block four (4) Park Hill addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof,

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever.

This conveyance is intended as a mortgage to secure the payment of one promissory note of even date herewith, a copy of which is hereto attached and made a part hereof, Made to Lillian Hollyman or order, payable at Tulsa, Okla. with eight per cent interest per annum, payable monthly and signed by Mary Whitney and B. A. Whitney.

Said first parties hereby covenant that they are the owners in fee simple of said premises and they are free and clear of all incumbrances, except mortgage to Home Savings and Loan Association for \$4,000.00. That they have good right and authority to convey and encumber the same, and they will warrant and defend the same against the lawful claims of all persons whomsoever. Said first parties agree to insure the buildings on said premises in the sum of \$5,000.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first parties agree to pay

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