

failure to insure the premises or to pay any premium for 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 event 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 said 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 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.

George Seap,  
Dora Seap

COMPARED

State of Oklahoma)

County of Tulsa ) SS  
Before me, Fred S. Brosch, a Notary Public, in and for said County and State on this 17th day of September, A.D. 1923, personally appeared George Seap and Dora Seap, 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. Brosch, Notary Public.

My commission expires March 10, 1925.

Filed for record in Tulsa County, Okla. on Sept. 17, 1923 at 2:25 P.M. recorded in book 467, page 624, Brady Brown, Deputy.

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

240166 - BH

#### ASSIGNMENT OF MORTGAGE.

In consideration of fifty five hundred dollars, receipt whereof is hereby acknowledged, Leonard and Braniff, a corporation, of Oklahoma City, Okla., does hereby assign, transfer and set over without recourse, warranty or representation, unto The Calvert Mortgage Company, all its right, title and interest in and to one real estate mortgage, the indebtedness thereby secured, and the lands and tenements therein described, to-wit: One certain mortgage executed by Albe F. Bourne and Eysabel J. Bourne, husband and wife, as mortgagors, in favor of Leonard and Braniff, a corporation, dated the 29th day of August, 1923, and covering lot 3, block 4, Maple Park addition to the City of Tulsa, in Tulsa County, Oklahoma, which mortgage is duly recorded in mortgage record No. 267 at page No. 314, in the office of the County Clerk of Tulsa, County, Oklahoma.

In testimony whereof, Leonard and Braniff, a corporation, has caused its name to

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COMPARED