

which is secured hereby, together with expense of examination of title in preparation for foreclosure. Any expense incurred in litigation or otherwise, including attorney fees and abstract of title to said premises, incurred by reason of this mortgage or to protect its liens, shall be repaid by the mortgagor to the mortgagee or assigns, with interest 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 thereon, 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 14th day of July, 1923.

Signed in the presence of.

Edgar Palmer,
Florence Palmer.

State of Oklahoma }
Tulsa County } SS

Before me, the undersigned, a Notary Public, in and for said County and State, on this 14th day of July, 1923, personally appeared Edgar Palmer and Florence Palmer, 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 official seal the day and year last above written.

(SEAL) J. C. Farmer, Notary Public.

My commission expires March 30, 1925.

Filed for record in Tulsa County, Okla. on July 31, 1923, at 1:40 P.M. and duly recorded in book 467, page 83, By Brady Brown, Deputy,

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

237101 - BN

COMPARED

RELEASE OF MORTGAGE.

In consideration of the payment of the debt therein named The Calvert Mortgage Company, a corporation, does hereby release mortgage made by Homer A. Orcutt and Pauline Dean Orcutt, to Leonard and Graniff and later assigned to it and which is recorded in book 267 mortgaged, page 75, of the records of Tulsa County, State of Oklahoma, covering the lot 5, Block 24, Orcutt addition to the City of Tulsa, Oklahoma, in Tulsa County, State of Oklahoma.

In witness whereof the Calvert Mortgage Company has caused these presents to be signed by its President, and its corporate seal to be affixed this 28th day of May, 1923.