

TULSA COUNTY RECORDS

12872
 Received \$132 and interest
 on or in payment of mortgage

W. W. Sackey, County Treasurer
 Dec. 11, 1923

paid when due.

Said parties of the first part shall, while any part of said principal or interest remains unpaid, pay all taxes and assessments on said mortgaged property when they become due, and shall keep the buildings on said premises insured to the satisfaction of the holder hereof in the sum of \$6000.00 and the policy, in case of loss, payable to the said holder as his interest may appear, whether the debt be due or not, and shall pay all interest as soon as it becomes due, and in case of failure to comply with any of these provisions, of the option of the holder hereof, such tax or assessment may be paid and such insurance effected by the holder hereof, and the amounts so paid shall be a lien on the premises aforesaid and be secured by this mortgage and be collected in the same manner as the principal debt hereby secured. If said principal debt shall not be paid when due, or if at any time there remains unpaid any interest, insurance premiums, taxes or assessments, after the same become due, or should said mortgagors commit waste on said described premises, then the said notes and all sums by this mortgage secured shall immediately become due and payable without notice, and the holder hereof may at once cause this mortgage to be foreclosed and shall be entitled to recover attorney's fees in the sum of ten per cent of the amount hereby secured, in no event being less than Fifty Dollars, the sum to be adjudged a lien upon said lands and secured by this mortgage; and shall be entitled upon the breach of any of the conditions herein to the immediate possession of said premises and to the rents and profits thereof, and, the said mortgagors hereby covenant.. and agree.. to give the peaceable possession thereof as aforesaid and in case the mortgagee or the holder of this mortgage shall institute proceedings in court to foreclose this mortgage the parties hereto agree that a receiver may be appointed by the court to preserve the same and collect the rentals and profits therefrom without regard to the question of value. All moneys paid on taxes, assessments and insurance as above provided shall draw interest at ten per cent per annum from the date of payment thereof by the mortgagee until paid. In case of the foreclosure of this mortgage and the sale of the property mortgaged under such foreclosure, the same may be sold with or without appraisal, at the option of the holder hereof. All homestead exemptions and stay laws are hereby expressly waived. The foregoing conditions being performed this conveyance to be void, otherwise in full force and effect.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

EXECUTED IN THE PRESENCE OF

Margaret M. Cunningham,

J.A. Cunningham,

STATE OF OKLAHOMA, }
 TULSA COUNTY, } SS.

Before me, a Notary Public in and for said County and State, on this 8th day of December, 1923, personally appeared Margaret M. Cunningham and J. A. Cunningham, 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.

My commission Expires Aug. 21, 1924.

(SEAL)

C.E. Hart, Notary Public.

Filed for record at Tulsa, Tulsa County, Oklahoma, Dec. 11, 1923, at 1:35 o'clock P.M. and recorded in book 468, page 569.

By Brady Brown, Deputy.

(SEAL)

O.G. Weaver, County Clerk.