

COMPAED

-474

AND IT IS FURTHER AGREED, that in case of default in the payment of said promissory note promptly, according to its terms, or in case of failure to procure or maintain the insurance as above mentioned, or pay the premiums therefor, or failure to pay the taxes assessed against said property promptly as and when the same become due and payable; or in case of a breach of any of the covenants or agreements herein contained then all of said principal sum remaining unpaid and accrued interest shall, at the election of the holder hereof without notice, at once mature and become payable, and the said party of the second part may at once foreclose this mortgage and, in the manner prescribed by law, sell the said premises with all and every appurtenance or any part thereof, and out of the proceeds of said sale, retain the amount due on said principal sum with interest thereon at the rate of 10 per cent per annum and retain also all and charges of making such foreclosure and sale, and a reasonable sum for attorney's fees, together with any and all sums paid by it for insurance or taxes, or for any other purposes to protect the security hereby given, with interest thereon, as herein provided, and the overplus, if any thereof, shall be paid to said parties of the first part their heirs and assigns,

If suit is brought to foreclose this mortgage or enforce any of the provisions thereof,, the parties of the first part hereby consent and agree that the court may appoint a receiver of the mortgaged premises pending foreclosure proceedings and redemption,

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

Oliver Isaac Hunt

Signed, Sealed and Delivered in the Presence of;

Augusta Virginia Hunt

UNITED STATES OF AMERICA.

State of Oklahoma }

ss

County of Tulsa, }

On this 9 day of August in the year 1923 personally appeared before me, OLIVER ISSAC HUNT AND AUGUSTA VIRGINIA HUNT, his wife known to me to be the persons whose names are subscribed to the within instrument, and duly acknowledged to me that they executed the same My commission expires the 15 day of March, 1926, (seal)

C. E. Dickson Notary Public
Residing at Owasso, Oklahoma,

Filed for Record in Tulsa, Tulsa County, Oklahoma, September 7- 1923 at 3:50 O'Clock P. M., and Recorded in Book 474, Page 149.

By Brady Brown Deputy.

(seal) O. G. Weaver County Clerk

239612 EC

A F F I D A V I T

State of Oklahoma, }

ss

County of Tulsa. }

We, N. R. Mounger and T. N. Ray, of lawful age, being first duly sworn, on oath, state; that we have known George A. Rex. for over twenty years, and we knew him on March 2, 1909 when he conveyed by warranty deed the South fifty (50) feet of Lot five (5) in Block twenty three (23) and all of Lot Six (6) in Block twenty three (23) in the town of Owasso, Oklahoma, to Leana W. Rex and Martha E. Rex, Affiants further state that they knew him to be single and unmarried at that date.

Affiants further state that ^{they} know of their own personal knowledge, Leana W. Rex is one and the same person as Lena Rex Hughes, one of the conveyors of the South fifty (50) feet of Lot Six (6) in Block twenty three (23) in the town of Owasso, Oklahoma, to S. E. Gipson on April 5, 1913,

Affiants further state that they know of their own personal knowledge, that Martha E. Rex is one and the same person as Ellen Rex Latimer, one of the conveyors of the South fifty (50) feet of lot six (6) in block twenty three (23) in the town of Owasso, Oklahoma, to