

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 mortgage until paid. In case of foreclosure of this mortgage and the sale of the property mortgaged under such foreclosure, the same may be sold 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

Robt. E. Adams,
Sara E. Adams,
W. Frank Walker,
Olga V. Walker.

State of Oklahoma)

Tulsa County) SS

Before me, a Notary Public, in and for said County and State, on this 21st day of November, 1923, personally appeared Robt. E. Adams and Sara E. Adams, his wife, and W. Frank Walker and Olga V. Walker, 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.

(SEAL) Harold A. Philbrick, Notary Public.

My commission expires Aug. 21, 1924.

Filed for record in Tulsa County, Okla. on Nov. 21, 1923, at 4:10 P.M. recorded in book 474, page 441, Brady Brown, Deputy,

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

245046 - BH

MORTGAGE OF REAL ESTATE .

COMPARED

This indenture, made and entered into this 21st day of November, 1923, between Robert Feldman, the same person as R. Feldman, of Tulsa County, in the State of Oklahoma, party of the first part, and T. A. Hunt, of Tulsa, County, State of Oklahoma, part of the second part.

Witnesseth: That said party of the first part, in consideration of the sum of fifty three hundred and no/100/dollars, the receipt whereof is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto said party of the second part, successors and assigns, all the following described real estate, lying, situate and being in the county of Tulsa, State of Oklahoma, to-wit: West forty and one half (40½) feet of lot three (3) in block eighty nine (89) original town (now city) of Tulsa, according to the recorded plat thereof, (said premises now being and never having been claimed as the homestead or any part thereof, of the said party of the first part, and this mortgage being subordinate to all legal mortgages appearing of record in the office of the County Clerk of Tulsa County, Oklahoma).

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

This conveyance, however is intended as a mortgage to secure the payment of one promissory note in writing this day executed and delivered to said second party ^{by said first party} one for (\$5300.00) due on demand. All payable at The Exchange National Bank of Tulsa, Tulsa County, State of Oklahoma, with interest from date, at the rate of eight per cent per annum, payable annually,