

upon the filing of a petition for the foreclosure of this mortgage be forthwith entitled to the possession of the above described premises or, upon the institution of proceedings to foreclose this mortgage, the plaintiff therein shall, if he so elects, be entitled to have a receiver appointed by the Court to take possession and control of the premises described herein, said receiver to rent the same and collect the mts thereof under the direction of the Court, without the usual proof required by statute of law, it being agreed between the parties hereto that the allegations of the petition as to any default in the performance of any agreement, herein contained to be by the mortgagors performed, together with the above agreement relating to possession and the appointment of a receiver, shall be sufficient authority to the Court to appoint a receiver without further proof than the agreement contained herein, the amount so collected by such receiver to be applied under the direction of the Court to the payment of any judgement rendered or amount found due on the foreclosure of this mortgage.

And the said mortgagors hereby waives the appraisalment required by law or not, at the option of the mortgagee and expressly waive all rights of homestead or other exemption, redemption and stay or execution under the laws now on force in this state, or hereafter to be enacted.

This mortgage has for its sole consideration, the above sum of money which is now due and owing unto the said mortgagee, the payment of which is intended to be secured hereby.

It is further understood and agreed that time is the essence of this contract and that all covenants and agreements, herein contained, shall not, bond, only the mortgagors herein, but also their heirs, executors, administrators and the purchasers of the property hereby mortgaged and all of such covenants and agreement shall inure to the benefit of the said mortgagee, the First National Bank Broken Arrow, and assigns..

In witness whereof, the said mortgagors have hereunto set their hands and seals this 30 day of November, A.D. one thousand nine hundred and 23.

Elmer Mercer,
Edna A. Mercer.

State of Oklahoma)
County of Tulsa) SS

Before me, the undersigned Notary Public in and for the county and state aforesaid, duly commissioned and acting as such on this ___ day of ___ A.D. 192_, personally acting Elmer Mercer and Edna A. Mercer, his wife, to me well known to me the identical persons who signed and executed the foregoing mortgage 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 notarial seal the day and year aforesaid.

(SEAL) Joseph C. Dowdy, Notary Public

My commission expires Aug. 28, 1924.

Filed for record in Tulsa County, Okla. on Dec. 3, 1923, at 8:00 A.M. recorded in book 474, page 540, Brady Brown, Deputy.

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

245789 - BH

ASSIGNMENT OF MORTGAGE.

For value received, The Inter- State Mortgage Trust Company, does hereby sell and assign one certain mortgage executed by Grady E. Hevenor and Charles Hevenor, her husband to it, which said mortgage is dated August 21, 1923, and recorded in book 471, page 207 of the mortgage records of Tulsa County, Oklahoma, conveying the north fortyeight (48) feet of lot one (1) Block Four (4) Kirkwood Place, and addition to the City of Tulsa, as shown by the recorded plat thereof, Tulsa County, Oklahoma, and the indebtedness secured thereby to E. M. Sawtzell, Parsons, Kansas

COMPARED