⁷ 475

insurance premiums, taxes or assessments, after the same become due, or should said mortgagors commit waste on said described premises, then the said note 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 mortgagor 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 amnum 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 appraisement, 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 ef-

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

COMPANIED

J. S. Wilson

Fannie A. Wilson

STATE OF OKLAHOMA Tulsa County, ss.

REFORE ME, A Notary Public in and for said County and State, on this 17th day of Oct. 1923 personally appeared J. S. Wilson and Fannie A. Wilson 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 October 13, 1926 (SEAL) F. A. Singler, Notary Public Filed for record in Tulsa County, Tulsa Oklahoma, Oct 19, 1923 at 9:00 o'clock A. M. in Book 475, page 554

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

Estat Association

242594 C.J.

SHERIFF'S DEED (On Foreclosure of Mortgage)

KNOW ALL MEN BY THESE PRESENTS:

That, Whereas, On the 7th day of June, 1923, in the District Court in and for Tulsa County, State of Oklahoma, at the June, 1923 term of said court, in a certain action therein pending, wherein L. S. Cogswell Lumber Company, a corp. was plaintiff, and E. J. Miller, C.J. Thornton, and W. H. Botkin were defendant, the said plaintiff L. S. Cogswell Lumber Co., a corporation, by the consideration of the court, recovered a judgment against the said defendant E. J. Miller, C. J. Thornton, and W. H. Botkin, for foreclosure of a Mechanic's lien upon the following described lands and tenements of said defendant, to-wit:

Lots Twenty-six (26) and Twenty-seven (27) in Block Three (3) in Washington Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof,

situated in Tulsa County, Oklahoma, to satisfy the sum of \$292.27 with interest thereon at the rate of 6 per cent from the 10th day of March, 1921, until paid; the further sum of

