

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 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 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.

E. W. Best.

STATE OF OKLAHOMA Tulsa County, ss.

BEFORE ME, A Notary Public in and for said County and State, on this 22 day of Oct. 1923 personally appeared E. W. Best to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires Oct 13, 1926 (SEAL) F. A. Singler, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, Oct 23, 1923 at 8:00 o'clock A. M. in Book 475, page 619

By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk

242862 C.J.

MORTGAGE

TREASURER'S ENDORSEMENT

I hereby certify that I received \$376.08 and issued Receipt No. 12142 in payment of mortgage tax on the within mortgage.

Dated this 23 day of Oct. 1923

W. W. Stuckey, County Treasurer

A. J. Carmichael
Deputy
Apparel Shop of the second part.

THIS INDENTURE Made this 22 day of October, in the year of Our Lord One Thousand Nine Hundred and Twenty-three, between S. R. Smith and Clara E. Smith, his wife, of the County of Tulsa, and State of Oklahoma, of the first part, and Fields

WITNESSETH, That the said parties of the first part, in consideration of the sum of Three hundred seventy six and 08/100 (\$376.08) Dollars, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do Grant, Bargain, Sell and Mortgage to the said party of the second part, their heirs or assigns, forever, all that tract or parcel of land situated in the County of Tulsa, and State of Oklahoma, described as follows, to-wit: East 70 feet of Lot 12, Block 3 and the North 10 feet of East 35 feet of Lot 11, Block 3, in College Addition, to the City of Tulsa, Tulsa County, State of Oklahoma, in accordance with the recorded plat thereof, with the appurtenances and all the estate, title and interest of said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein,