

475

to pay when due any sum, interest or principal, secured hereby, or any tax or assessment herein mentioned, or to comply with any requirements herein or upon any waste upon said premises, or any removal or destruction of any building or other improvements thereon, without the consent of the said second party, the whole sum secured hereby shall at once and without notice become due and payable at the option of the holder thereof and shall bear interest thereafter at the rate of ten per cent. per annum, and the said party of the second part or its assigns shall be entitled to a foreclosure of this mortgage and to have the said premises sold and the proceeds applied to the payment of the sums secured hereby; and that immediately upon the filing of the petition in foreclosure the holder hereof shall be entitled to the possession of the said premises, and to collect and apply the rents thereof, less reasonable expenditures, to the payment of said indebtedness, and for this purpose the holder hereof shall be entitled to a receiver, to the appointment of which the mortgagors hereby consent, which appointment may be made either before or after the decree of foreclosure, and the holder hereof shall in no case be held to account for any rental or damage other than for rents actually received; and the appraisal of said premises is hereby expressly waived. And all the covenants and agreements herein contained shall run with the land herein conveyed.

This Mortgage and the note and coupons secured thereby, shall in all respects be governed and construed by the laws of the State of Oklahoma.

Dated this 15th day of September 1923.

Signed in the presence of

Wm. T. Calvert

W. Faye Pelton

Claude J. Pelton

STATE OF OKLAHOMA, Tulsa COUNTY, SS.

Before me, Wm. T. Calvert a Notary Public in and for said County and State, on this 17th day of September 1923 personally appeared W. Faye Pelton and Husband, Claude J. Pelton 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 set forth.

Witness my hand and official seal the day and year above written.

My commission expires May 15, 1926 (SEAL) Wm. T. Calvert, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Sept 18, 1923 at 3:50 o'clock P. M. in Book 475, page 84

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

240340 C. J.

UNITED STATE OF AMERICA  
STATE OF OKLAHOMA

TITLE  
GUARANTEE and TRUST  
COMPANY  
TULSA, OKLA.

NUMBER  
723

OKLAHOMA  
FIRST MORTGAGE

DOLLARS  
\$600.00  
TREASURER'S ENDORSEMENT  
I hereby certify that I received \$120 and issued  
Receipt No. 11563 therefor in payment of mortgage  
tax on the within mortgage.

Dated this 18 day of Sept. 1923

W. G. S. Co., County Treasurer

Deputy

KNOW ALL MEN BY THESE PRESENTS:

That EFFIE DEE WOODYARD, a single woman, of Tulsa County, in the State of Oklahoma, party of the first part, have mortgaged and hereby mortgage to Title Guarantee & Trust Company of Tulsa, Oklahoma, party of the second part, the following described real estate and premises, situated in Tulsa County, State of Oklahoma, to-wit: Lot Six (6) Block Two (2) in Clover Ridge Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded Plat thereof, with all the improvements thereon and appurtenances thereunto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of Six Hundred Dollars, with