

due thereon, shall, at the option of the holder without notice to any party, become immediately due and payable.

COMPARED

It is further agreed that as additional collateral to secure the payment of the indebtedness secured hereby, first party hereby assigns to second party or its assigns, all compensation or purchase money which may in any manner be received by the first party or the owner of the premises hereby mortgaged under agreement or by awards under eminent domain or taking said property for public use, and all profits, revenues, royalties, rents and benefits accruing to the said first party or the owners of the property mortgaged from said premises in any manner, including and under any and oil, gas, mineral or other leases now on or hereafter placed thereon; this agreement to terminate upon the release of this mortgage. And, in the event of any default under this mortgage; the owner and holder hereof shall be entitled to immediate possession of the said premises and to the appointment of a receiver without notice, which notice the first party hereby waives.

It is further agreed that upon the breach of any promise, agreement, covenant, condition or warranty herein, including the failure to pay any principal or interest secured hereby when due or any taxes or assessments herein mentioned when due, or to keep the premises unceasingly insured and to deliver policies of insurance as herein provided, or to comply with any requirements herein, the whole sum secured hereby shall at once, and without notice, at the option of the holder hereof become immediately due and payable, whether or not the holder shall have paid any such taxes or assessments or have procured any such insurance, and the holder hereof shall thereupon be entitled to foreclose this mortgage and to have the premises sold and the proceeds applied to the payment of the sum secured hereby, and immediately upon the filing of a petition for foreclosure the holder hereof shall be entitled to a receiver to the appointment of which the first party hereby consents, which appointment may be made either before or after the decree of foreclosure, and the holder shall in no case be held to account for rentals or damages other than for rent actually received; the first party expressly waives notice of election to declare the whole debt or any part thereof due as hereinbefore stated and expressly waives appraisal of said real estate and all benefits of the stay, valuation and appraisal laws of the State of Oklahoma.

Harriett M. Wardell

STATE OF OKLAHOMA,)
County of Tulsa.) ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 22nd day of October, 1923, personally appeared Harriett M. Wardell, a widow to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and notarial seal the day and year last above written.

My commission expires July 13th, 1927. (Seal)

R. T. Leonard, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, Oct. 23, 1923 at 4:15 o'clock P.M. and recorded in Book 479, Page 284.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

242914-10-23-23 LENDER'S ENDORSEMENT

I hereby certify that I received \$600 and issued Receipt No. 12154 therefor in payment of mortgage tax on the within mortgage.

Dated this 24 day of Oct. 1923

W. W. Shackey, County Clerk

REAL ESTATE MORTGAGE.

Julien COMPARED

KNOW ALL MEN BY THESE PRESENTS: That Berry-Hart Company, a corporation, of Tulsa County, Oklahoma, parties of the first part, have

mortgaged and hereby mortgage to Southwestern Mortgage Company, Roff, Okla., party of the second part, the following described real estate and premises situated in Tulsa County,