

479 effected by the holder hereof, and the amounts so paid shall be a lien on the premises aforesaid and be secured by this mortgage and be collected in the same manner as the principal debt hereby secured. If said principal debt shall not be paid when due, or if at any time there remains unpaid any interest, insurance premiums, taxes or assessments, after the same become due, or should said 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 mortgagors 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.

Chas. H. Behm

Bertha F. Behm

COMPARED

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, a Notary Public in and for said County and State, on this 21st day of Septemnr 1923 personally appeared Chas. H. Behm and Bertha F. Behm, his wife 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 August 19th, 1926. (Seal) Harry L. Jenkins, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, September 25, 1923, at 9:00 o'clock A.M. and recorded in Book 479, Page 98.

By Brady Brown, Deputy.

(Seal)

O. G. Weaver, County Clerk.

240777 C.M.J.

GUARDIAN'S DEED.

COMPARED

INTERNAL REVENUE

\$ 1.00

Cancelled

THIS INDENTURE, Made this 23rd day of August, A.D. 1923, by and between Claudia L. Ferguson, the duly appointed, qualified and acting guardian of the estate of Nellie Bertram Ferguson, a minor, party of the first part, and Vernon Walling of Tulsa, Oklahoma, of the second part,

WITNESSETH: That, whereas, on the 26th day of January, 1923, the county court within and for the county of Tulsa and state of Oklahoma, made an order of sale, authorizing the said party of the first part to sell certain real estate of the said Nellie Bertram Ferguson, a minor, situated in said Tulsa county, state of Oklahoma, and specified and particularly described in said order of sale, at private sale, either in one parcel or in subdivisions, as the said party of the first part should judge most beneficial to said estate; and which said order of sale, now on file and of record in said county court, is hereby referred to