

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.

Adda L. Bathe

Chas W. Bathe

COMPARED

STATE OF OKLAHOMA, Kay County, ss.

BEFORE ME, a Notary Public in and for said County and State, on this 20 day of Oct 1923 personally appeared Adda L. Bathe & Chas. W. Bathe, her husband 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 Oct. 30, 1926 (SEAL) Jno. R. White, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, Nov. 6, 1923 at 9:00 o'clock A.M. in Book 480, page 171

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

243898 C.J.

ADMINISTRATOR'S DEED

COMPARED

THIS INDENTURE, Made the 5th day of November, A. D., 1923, by and between Chas. B. Rawson, the duly appointed, qualified and acting administrator of the estate of Frank D. Waite, deceased, party of the first part, and Harry T. Pratt, party of the second part,
WITNESSETH:

THAT WHEREAS, on the 18th day of September, 1923, the County Court within and for the County of Tulsa, State of Oklahoma, made an Order authorizing the party of the first part to sell all of the real estate of the said estate of Frank D. Waite, deceased, being situate in the County of Tulsa, State of Oklahoma, and described in said Order of Sale, and which said Order of Sale is now on and of record in said County Court, and said real estate being hereinafter described; and

WHEREAS, under and by virtue of said Order of Sale, and pursuant to legal notice given thereof, the said party of the first part on the 10th day of October, 1923, sold the hereinafter described real estate specified and described in said Order of Sale, as aforesaid, to Harry T. Pratt, subject to the confirmation of said Court for the sum of \$4687.80, he being the highest and best bidder therefor, and said sum being the highest and best bid; and

WHEREAS, said County Court upon due and legal return of the proceedings under said Order of sale, made by said party of the first part, after making said sale, did on the 5th day of November, 1923, make an Order confirming said sale and directing conveyance to be

INTERNAL REVENUE
5.00
Cancelled