

480

per centum per annum and this mortgage shall stand as security for the amount so paid with interest.

COMPARED

THAT said Mortgagors will pay all sums, principal, interest and other sums specified and perform all agreements and covenants contained in a certain mortgage executed by the said Mortgagors in favor of Travelers Insurance Company for the sum of Five Thousand DOLLARS which said mortgage is hereby declared to be a prior lien hereto, and, in case such payments are not made on the day or days the same become due and payable according to the terms of said mortgage or said agreements and covenants are not performed, then and in such case, this mortgage and all sums specified herein shall at once, become due and payable and this mortgage may thereupon, be foreclosed for the full amount, then remaining unpaid.

AND IT IS EXPRESSLY AGREED by and between the parties hereto, that, if the said Mortgagors shall fail to perform any of the covenants and agreements herein contained or fail to pay any of the sums of money herein specified on the day the same become due and payable the whole sum of money hereby secured, then remaining unpaid, shall at once, become due and payable and this mortgage may, thereupon, be foreclosed for the amount then remaining unpaid, together with the interest and costs, including an attorney's fee of Five Hundred Fifty Dollars (\$550.00) and said Mortgagee or any legal holder of the notes, hereby secured, shall, at once, upon the filing of a petition for the foreclosure of this mortgage be forthwith entitled to the possession of the above described premises or, upon the institution of proceedings to foreclose this mortgage, the plaintiff therein shall, if he so elects, be entitled to have a receiver appointed by the Court to take possession and control of the premises described herein, said receiver to rent the same and collect the rents thereof under the direction of the Court, without the usual proof required by statute of law, it being agreed between the parties hereto that the allegations of the petition as to any default in the performance of any agreement, herein contained to be by the Mortgagors performed, together with the above agreement relating to possession and the appointment of a receiver, shall be sufficient authority to the Court to appoint a receiver without further proof than the agreement contained herein, the amount so collected by such receiver to be applied under the direction of the Court to the payment of any judgment rendered or amount found due on the foreclosure of this mortgage.

AND the said Mortgagors hereby waives the appraisalment required by law or not, at the option of the Mortgagee and expressly waive all rights of homestead or other exemption, redemption and stay of execution under the laws now in force in this state or hereafter to be enacted.

THIS MORTGAGE has for its sole consideration, the above sum of money which is now due and owing unto the said Mortgagee, the payment of which is intended to be secured hereby.

IT IS FURTHER UNDERSTOOD AND AGREED that time is the essence of this contract and that all covenants and agreements, herein contained, shall bind, not only the Mortgagors, herein, but also their heirs, executors, administrators and the purchasers of the property hereby mortgaged and all of such covenants and agreements shall inure to the benefit of the said Mortgagee, The First Natl Bk of Broken Arrow and assigns.

IN WITNESS WHEREOF, the said Mortgagors have hereunto set their hands and seals this 26th day of October A. D. One Thousand Nine Hundred and Twenty three.

J. M. Burkhartt

Virginia Burkhartt

STATE OF OKLAHOMA )  
COUNTY OF TULSA ) ss.

BEFORE ME, the undersigned, a Notary Public in and for the County and State aforesaid, duly commissioned and acting as such on this 29th day of October A. D. 1923 personally appeared J. M. Burkhartt and Virginia Burkhartt his wife to me well known to be the iden-