

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 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 appraisement 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 30th day of November, 1923.

Selma Roberts,
J. B. Roberts,

Signed in the presence of Wm. T. Calvert.

State of Oklahoma, Tulsa County, SS,

Before me, Wm. T. Calvert, a Notary Public, in and for said County and State, on this 1st day of December, 1923, personally appeared Selma Roberts, and husband, J. B. Roberts, 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.

(SEAL) Wm. T. Calvert, Notary Public.

My commission expires May 15th, 1926.

Filed for record in Tulsa County, Okla. on Jan. 9, 1924, at 8:30 A.M. recorded in book 481, page 278 Brady Brown, Deputy.

(SEAL) O.G. Wesver, County Clerk.

COMPARE
248573 - BH

TREASURER'S ENDORSEMENT
I hereby certify that I received \$20 and issued
Receipt No. 13263 for the payment of mortgage
tax on the within mortgage.
Dated this 18 day of Jan 1924
W. W. Shackley, County Treasurer
WR

OKLAHOMA FIRST MORTGAGE.

Know all men by these presents: That F. A. Summer and wife, Kate Summer, of Tulsa County, State of Oklahoma, parties of the first part have mortgaged and hereby mortgage to Pauline H. Brown, party of the second part, the following described real estate and premises, situated in Tulsa County, State of Oklahoma, to-wit: Lots thirteen (13) Block twenty six (26) Owens Addition to the City of Tulsa, 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 two thousand dollars due and payable on the 4th day of January, 1927, with interest thereon at the rate of 8 percent per annum, payable semi-annually from date, according to the terms and at the time and in the manner provided by one certain promissory note of even date herewith, given and signed by the makers hereof and payable to the order of the mortgagee herein, and being for the principal sum of ~~two~~ thousand dollars with six coupon notes attached, evidencing said interest, one coupon being for eighty dollars and five coupons being for eighty dollars each.