

TREASURER'S ENDORSEMENT

One note for \$500.00 payable four months from date, hereby certifying that I received \$500.00 and issued
 One note for \$500.00 payable six months from date, Receipt No. 12996 for payment of mortgage
 One note for \$500.00 payable eight months from date, and this 20 day of Dec. 1923
 One note for \$500.00 payable ten months from date, W. W. Stuckey, County Treasurer
 Deputy

COMPALED

And the said mortgagors represent and state that said mortgaged property is owned by said mortgagors free and clear from any lien, mortgage or incumbrance of any kind on the same, and in the actual possession and control of said mortgagors.

In case said mortgagee shall at any time hereafter feel unsafe or insecure he shall be entitled to and may take and hold possession of said mortgaged property at the expense of said mortgagor until payment of said note, If, However, said mortgagee shall not take possession of said property for the reason aforesaid then the said mortgagors shall retain possession and control and have the ordinary use and benefit of said mortgaged property at their own expense as the owner thereof, until default or until a breach of one or more of the conditions of this mortgage agreed upon by the parties hereto as follows;

- (1) Said mortgagors shall keep the actual possession and control of said property,
- (2) Said mortgagors shall use reasonable care and diligence to preserve and keep said property in good condition,
- (3) The increase and additions to said property shall remain with and be deemed a part of said mortgage security,
- (4) No part of said mortgaged property shall be sold or disposed of in any way by said mortgagors except upon the written consent of said mortgagee,
- (5) Said mortgagors shall not remove or permit the removal of said property or any part thereof from Tulsa County, Oklahoma,

And it is expressly agreed by the parties hereto that in case default be made in the payment of said notes or either of them, at maturity, or in case said mortgagors shall violate any of the foregoing conditions of this mortgage, then and in that event said note or notes, and the whole of the said mortgage debt shall become due and payable, and said mortgagee shall be entitled to take immediate possession of said mortgaged property and to foreclose this mortgage to satisfy the whole of said mortgage debt and interest with all costs of foreclosure; and said mortgagors authorize the mortgagee or the person conducting the sale in his behalf, to give a bill of sale to said property to the purchaser thereof, which shall convey absolutely all of the right and title of said mortgagors therein,

Demand of payments, and actual notice to said mortgagors of the time and place of sale are hereby waived by said mortgagors in case of foreclosure, An attorney's fee of ten per cent of the amount due shall be taxed and made a part of the costs of foreclosure provided, this mortgage is foreclosed by an attorney of record and the name of the attorney appears as such on the notices of sale,

In case this mortgage is foreclosed by action in court it is agreed that a receiver may be appointed by the court to take possession of the property and operate and sell the same under the directions of the court,

It is expressly agreed that this mortgage binds the Mortgagors personally and that all the terms and conditions thereof are binding upon the heirs, executors, administrators and assigns of the parties hereto, Upon full payment of this mortgage these presents shall be void and the same shall be discharged of record as required by statute.

In witness whereof the said mortgagors have hereunto set their hands the day and year first above written,

O. H. Wingate,
 John J. Gainer.

STATE OF OKLAHOMA }
 TULSA COUNTY } SS