

collect rents, issues and profits thereof. For value received, the first party hereby waives all benefits of the stay, valuation and appraisal laws of the State of Oklahoma.

EIGHTH: That first party will pay attorney's fee of \$10.00 and ten per cent for the attorney employed to collect the sums secured by this instrument, if default be made in payment of the sums hereby secured when due, or when declared due under the terms hereof; and also in the event of foreclosure of this mortgage, the said first party agrees to pay a reasonable attorney's fee of any person employed to foreclose this mortgage; and the said attorney's fee in either case shall be a lien upon said premises and secured by these presents.

Ninth: That upon the institution of proceedings to foreclose this mortgage, the plaintiff therein, without regard to the value of the mortgaged premises or the adequacy of any security for the mortgaged debt, shall be entitled to have a receiver appointed by the court, to take possession and control of the premises described herein, and to collect all rents, and profits thereof, under the direction of the court, without further proof; 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 upon the foreclosure of this mortgage. The foregoing covenants and conditions being faithfully kept and performed this coveyance shall be void; otherwise of full force and effect.

Tenth: In construing this mortgage, the words "first party" shall be held to mean the persons named in the preamble as party of the first part, jointly and severally.

Eleventh: Said first party agree to pay for recording the release of this mortgage when same is paid.

IN TESTIMONY WHEREOF, The party of the first part has hereunto subscribed their names and affixed their seals.

Frances Zoch

F. P. Zoch

State of Oklahoma, }  
Tulsa County } SS;

Before me, Marie Smythe a Notary Public, in and for said County and State, on this 30th day of May 1924 personally appeared Frances Zoch and F. P. Zoch 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.

Witness my hand and official seal th day and year last above set forth.

My commission expires May 28, 1927 (Seal) Marie Smythe, Notary Public

Filed for record in Tulsa, Tulsa County, Oklahoma on June 2, 1924 at 4.30 oclock P. M. in Book 485 page 363

Brady Brown, Deputy (Seal) O. G. Weaver, County Clerk

# 259686 M H

REAL ESTATE FIRST MORTGAGE

COMPARED

TREASURER'S ENDORSEMENT  
I hereby certify that I received \$240 and issued  
Receipt No. 5785 therefor in payment of mortgage  
tax on the within mortgage.

Dated this 2 day of June 1924  
W. W. Stuckey, County Treasurer  
Deputy

of Tulsa, Oklahoma, as the party of the second part (hereinafter called mortgagee);

THIS MORTGAGE, Made this 12th day of May A. D. 1924 by and between Hester P. Todd and J. H. Todd, her husband of Tulsa County, in the State of Oklahoma as the parties of the first part (hereinafter called mortgagors whether one or more), and W. Frank Walker

WITNESSETH: That said parties of the first part, for the purpose of securing the payment of the sum of Five Thousand & No/100 dollars, the receipt of which is hereby acknowledged, and also the interest thereon, as hereinafter set forth, do by these presents mortgage unto said party of the second part, his successors and assigns, all the following described real estate