

shall be wholly discharged and void, otherwise the same shall remain in full force and effect but if default be made in payment of the notes or any of them, when due, or in case default in the performance of or refusal to observe any of the covenants, agreements or conditions herein contained the entire principal sum hereby secured and all interest due thereon may at the option of the mortgagee and without notice be declared due and payable at once and this mortgage may thereupon be foreclosed immediately to enforce payment; thereof including interest costs, charges and fees herein mentioned or contemplated, and mortgagee shall, at once upon the filing of petition for the foreclosure of this mortgage be forthwith entitled to the immediate possession of the above described premises and may at once take possession of the same and receive and collect the rents, issues and profits therefrom and if necessary may have a receiver appointed by a court of proper jurisdiction for such purposes and all costs, charges and fees incurred shall constitute and be an additional lien under the terms of this mortgage.

Said mortgagors waive notice of election to declare the whole debt due as above provided and also the benefit of stay, valuation or appraisal laws. All of the covenants, agreements and terms contained herein shall be binding on the mortgagors, their heirs, personal representative and assigns, and shall be for the benefit of the mortgagee, his successors and assigns.

IN WITNESS WHEREOF, said parties of the first part have hereunto set their hands the day and year first above written.

COMPARED

Hester F. Todd

J. H. Todd

State of Oklahoma, Tulsa County, SS.

Before me, R. W. Lee, a Notary Public in and for said County and State, on this 26th day of May 1924, personally appeared Hester F. Todd and J. H. Todd, 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 in said County and State, the day and year last above written.

My commission expires January 5, 1926. (Seal) R. W. Lee, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma on June 2 1924 at 4.30 o'clock P. M. in

Book 485 page 365

Brady Brown, Deputy

(Seal)

O. G. Weaver, County Clerk

# 259687 M H

MORTGAGE OF REAL ESTATE

COMPARED

TREASURER'S ENDORSEMENT

I hereby certify that I received \$1,100 and issued Receipt No. 15186 therefor in payment of mortgage tax on the within mortgage.

Dated this 2 day of June 1924

W. W. Stuckey, County Treasurer

8-B- Deputy

THIS INSTRUMENT, Made this 29th day of May A. D. 1924 by and between Hester F. Todd and J. H. Todd, wife and husband of Tulsa County, State of Oklahoma, parties of the first part and H. E. Hanna party of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Three Thousand, Four Hundred and eighty-six and 36/100 Dollars to them in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged, have Granted Bargained and Sold and by these presents do Grant, Bargain, Sell and Convey and Confirm unto the said party of the second part, and to his heirs, and assigns, forever, all the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit:

the east Forty-six (46) feet of Lot Five (5) in Block Ten (10) of Irving Place Addition to the city of Tulsa according to the recorded plat thereof, with the tenements, appurtenances and hereditaments thereunto belonging, and all the estate, title and interest of the said parties