

together with expense of examination of title in preparation for foreclosure. Any expense incurred in litigation or other wise, including Attorney fees and abstract of title to said premises incurred by reason of this mortgage or to protect its liens, shall be repaid by the mortgagor to the mortgagee or assigns, with interest thereon at 10 per cent. per annum, and this mortgage shall stand as security therefor.

AND IT IS FURTHER AGREED, that upon a breach of the warranty herein or upon a failure to pay when due any sum, interest or principal, secured hereby, or any tax or assessment, 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 or its assigns 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 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 appraisalment of said premises is hereby expressly waived. And all the covenants and agreements herein contained shall run with the land herein conveyed. 485

This Mortgage and the note and coupons secured thereby, shall in all respect be governed and construed by the laws of the State of Oklahoma.

Dated this 21st day of February 1924.

Fred L. Whitney

Frances Whitney

STATE OF COLORADO, POWERS COUNTY, SS

Before me James K. Doughty, a Notary Public in and for said County and State, on this 23rd day of February 1924, personally appeared Fred L. Whitney and wife Frances Whitney 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.

My commission expires May 13, 1924. (Seal) James K. Doughty, Notary Public
Filed for record in Tulsa, Tulsa County, Oklahoma on Feb. 27 1924 at 10.30 oclock A. M. in Book 485 page 97

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

252106 M H 22919 TP RELEASE OF MORTGAGE

GUM BROTHERS COMPANY, mortgagee, a corporation organized under the laws of the state of Oklahoma of Oklahoma City, Oklahoma, does hereby acknowledge that a certain real estate mortgage dated the 4th day of March 1922, executed by Lucile Francis Rankin, nee Trusler and Chlee Rankin, her husband to secure the payment of One Hundred Eighty-six dollars and recorded in Volume 385 of Mortgages on page 580 of the office of Register of Deeds, now County Clerk of Tulsa County and State of Oklahoma, is redeemed, paid off, satisfied and discharged in full.

I IN WITNESS WHEREOF, GUM BROTHERS COMPANY, a corporation, has caused its name to be sub-