

(e) Said mortgagor shall not re-mortgage said property nor permit the same to be sold subject to any lien or encumbrance whatsoever;

(f) Said mortgagor shall not remove nor permit the removal of any of said property from the respective county or counties in which said property is located at the time of the execution of this mortgage, without the written consent of the mortgagee.

Now, if the said mortgagor shall pay or cause to be paid to said mortgagee, its certain attorneys, successors and assigns, the said sum of money in the above described note mentioned, together with interest thereon, according to the terms and tenor of said note, and shall pay or cause to be paid all lawful taxes and assessments due or to become due as against said property, and shall in all matters comply with the terms of this mortgage and the terms of the agreement above mentioned and referred to, then these presents shall be wholly discharged and void; otherwise to be and remain in full force and effect. If such taxes and assessments or any other charges which may be levied and assessed against said property or any liens or other encumbrances shall be filed or made effective as against said property, or any part thereof, and the same shall not have been paid by the said mortgagor, that then the said mortgagee may pay such taxes and assessments or any lien or encumbrance which may be filed against said property, and shall be allowed interest thereon at the rate provided by the terms of such lien, but however, at not less than seven per cent per annum until paid and this mortgage shall stand as security for any and all such payments so made by the mortgagee. If said sum of money evidenced by said note, and the taxes and assessments or any liens as above specified are not paid when due, or if the said mortgagor shall fail to comply with any of the terms of said contract hereinbefore referred to, that then the holder of said note and mortgage may, at its option declare the whole sum of said indebtedness, with interest thereon, to be due and payable and to proceed to collect said debt according to law, and to foreclose this mortgage and shall become entitled to the immediate possession of said premises.

The holder of this mortgage, in any action to foreclose it, shall be entitled, without regard to the value of the mortgaged premises, or the adequacy of any security for the mortgage debt, to the appointment of a receiver of the rents and profits of said premises; and that said rents and profits are hereby, in the event of any default in paying said principal or interest, assigned to the holder of this mortgage.

IN WITNESS WHEREOF, said mortgagor, party of the first part has hereunto set his hand and seal the 9th day of February, A.D. 1924.

C. G. Tibbens

State of Oklahoma,)
County of Tulsa.) ss.

Before me, the undersigned, a Notary Public, within and for said County and State on this 9th day of February, A.D. 1924, personally appeared, C.G. Tibbens, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

(Seal)

Delphine Turk, Notary Public.

My commission expires Feb. 7, 1926.

Filed for record in Tulsa, Tulsa County, Oklahoma, Feb. 12, 1924, at 3:15 o'clock P.M. and recorded in Book 486, Page 171.

By Brady Brown, Deputy.

(Seal)

O. G. Weaver, County Clerk.