

assigns may demand, sue for and recover any such payments when due and payable, but shall not be required so to do. This assignment is to terminate and become null and void upon release of this mortgage.

COMPARED

Tenth. That upon the institution of proceedings to foreclose this mortgage, the plaintiff therein shall be entitled to have a receiver appointed by the court to take possession and control of the premises described herein, and to collect the rents and profits thereof, under the directions of the court, without the proof required by statute; the amount so collected by such receiver to be applied, under the directions 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 kept and performed, this conveyance shall be void; otherwise to remain of full force and virtue.

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

First party agrees to pay the fees for recording the release of this mortgage.

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

Signed and delivered in the presence of;

W. M. Bunger

E. B. Maxey

J. G. Hollis

Neosho P. Maxey

STATE OF OKLAHOMA,)

ss.

Tulsa County,)

Before me, C. E. Kirkley a Notary Public, in and for said County and State, on this 13th day of February, 1924, personally appeared E. B. Maxey and Neosho P. Maxey, his wife 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 the day and year last above written.

My commission expires Feb. 16, 1925 (SEAL) C. E. Kirkley, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Feby 19, 1924 at 10:00 o'clock A.M.
in Book 486, page 253

By Brady-Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

251472 C. J.
TREASURER'S ENDORSEMENT

MORTGAGE
(Oklahoma)

COMPARED

I hereby certify that I received \$02 and issued
Receipt No. 13786 therefor in payment of mortgage
tax on the within mortgage.

Dated this 19 day of Feb. 1924

W. W. Stuckey, County Treasurer

Deputy

THIS INDENTURE Made this 12th day of February in the year of our Lord One Thousand Nine Hundred and Twenty Four between E. B. Maxey and Neosho P. Maxey, his wife, of the County of Tulsa and State of Oklahoma, of the first part, (hereinafter called first party) and

THE DEMING INVESTMENT COMPANY, of Oswego, Kansas, of the second part.

WITNESSETH, That the said party in consideration of the sum of One Hundred Thirty one and 50/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do GRANT, BARGAIN, SELL AND MORTGAGE to the said party of the second part, its successors and assigns forever, all that tract or parcel of land situated in the County of Tulsa in the State of Oklahoma, described as follows, to-wit:

The South East quarter of Section Six (6) in Township Seventeen (17)

North, Range Fourteen (14) East of the Indian Meridian, containing in all 160 acres, more or less, according to the Government survey thereof, with the appurtenances, rents, issues and profits and all the estate, title and interest of said first party herein.