

486

COMPARED

Now , if the parties of the first part shall fail to pay or cause to be paid, any of the note or notes secured hereby, or shall fail in any of the terms or conditions of the said prior bond or mortgage, or if at any time there remains unpaid any interest, insurance premiums, taxes or assessments, after the same becomes due, or should said mortgagors commit waste on said described premises , then the said note and all the sums secured by this mortgage shall immediately become due and payable , at the option of the holder hereof, without notice or demand and the holder hereof may at once cause this mortgage to be foreclosed and shall be entitled to recover attorney's fees in the sum of ten per cent , of the amount hereby secured, in no event less than Fifty Dollars, the said sum to be adjudged a lien upon said lands and secured by this mortgage;and shall be entitled upon the breach of any of the conditions herein to the immediate possession of the said premises and to the rents and profits thereof, and, the said mortgagors hereby covenant and agree to give peaceable possession thereof as aforesaid and in case the mortgagee or the holder of this mortgage shall institute proceedings in court to foreclose this mortgage the parties hereto agree that a receiver may be appointed by the court to preserve the same and collect the rentals and profits therefrom without regard to the question of value .

It is agreed that this mortgage shall secure the payment of any sums which may be hereafter advanced or material hereafter furnished by the mortgagee for the purpose of building upon, improving or repairing the premises herein described .

The foregoing conditions being performed this conveyance to be void, otherwise in full force and effect.

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

Charles A. Holmgren
Nettie May Holmgren

STATE OF OKLAHOMA,)
COUNTY OF TULSA) ss.

Before me, a Notary Public, in and for said County and State, on this 30th day of January 1924 personally appeared Charles A. Holmgren and Nettie May Holmgren, husband and wife, to me personally 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 signature and official seal, the day and year last above written.
My commission expires March 11th 1926 (SEAL) R. M. Franks, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, Feby 4, 1924 at 4:10 o'clock P. M. in Book 486, page 80

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

250484 C.J. QUIT CLAIM DEED

COMPARED

THIS INDENTURE, Made this 1st day of February A. D. 1924 between Cyrus S. Avery and Essie M. Avery, his wife, of the first part, and F. M. Rowell and Lola M. Rowell of the second part.

WITNESSETH, That said parties of the first part, in consideration of the sum of One and no/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged they have quit claimed, granted, bargained, sold and conveyed, and by these presents do for themselves heirs, executors and administrators, quit claim, grant, bargain, sell and convey unto the said parties of the second part and to their heirs and assigns, forever, all their right, title, interest, estate they claim and demand both at law and equity in and to all following described property, to-wit:

INTERNAL REVENUE
\$ 50
Cancelled