

Any expense incurred in litigation or otherwise, 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 9 per cent per annum, and this mortgage shall stand as security therefor. **COMPARED**

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 10 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 the 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 thereof 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 appraisement of said premises is hereby expressly waived. And all the covenants and agreements herein contained shall run with the land herein conveyed.

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

Dated this First day of April, 1924.

James Cecil

STATE OF OKLAHOMA, Tulsa County, SS.

Before me, H. M. Price a Notary Public in and for said County and State on this --- day of -----, 1924 personally appeared James Cecil, a single man and --- 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 set forth.

Witness my hand and official seal the day and year above written.

My commission expires Jan. 15th, 1925 (SEAL) H. M. Price, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, April 11, 1924 at 9:00 o'clock A. M. in Book 487, page 266

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

255496 C.J.

OKLAHOMA FIRST MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: **COMPARED**

That W. F. Sexton, a single man of Tulsa County, State of Oklahoma, party of the first part, has mortgaged and hereby mortgages to Clara Elmore party of the second part, the following described real estate and premises, situated in Tulsa County, State of

TREASURER'S ENDORSEMENT
I hereby certify that I received \$1000.00 and issued Receipt No. 4467 for the payment of mortgage on the within mortgage.

Dated this 12 day of April, 1924

W. W. Stocker, County Treasurer

Deputy

Oklahoma, to-wit: Lot numbered Twenty-three (23) in Block numbered Two (2) Fairmont Addition to the City of Tulsa, according to the recorded plat thereof, together with all improvements thereon, with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of One Thousand (\$1000.00) Dollars,