

out 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.

Thomas C. Calhoun

Mary E. Calhoun

STATE OF OKLAHOMA, )  
County of Tulsa ) ss.

Before me, a Notary Public, in and for said County and State, on this 19th day of March 1924 personally appeared Thomas C. Calhoun and Mary E. Calhoun 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 June 6th 1927 (SEAL) R. L. Kifer, Notary Public

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Filed for record in Tulsa County. Tulsa Oklahoma Mch 21, 1924 at 9:00 o'clock A. M. in Book 487, page 37

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

253970 C. J.

CHATTEL MORTGAGE

COMPARED

THIS MORTGAGE, MADE this 3rd. day of March, A. D., in the year of 1924 by Harry Gorman, Sole Trader, under name of Tulsa Rubber Clearing House of Tulsa, Oklahoma, by occupation Tire Dealer, Mortgagor, to The Dayton Rubber Manufacturing Company of Dayton, Ohio, a Delaware Corporation, Mortgagee.

WITNESSETH: That the said Mortgagor hereby mortgages to the said Mortgagee, the following described property, to-wit:

One Buick Roadster, 1922, Engine No. 750754. (\$600.00)

as security for the payment of the following promissory note or notes and interest thereon at the rate of 6 per cent per annum, payable annually

One Note Dated March 3, 1924 due in installments at \$1000.00 per month beginning on April 20, 1924 for \$10,000.00.

And the said mortgagor represents and states that said mortgaged property is now owned by said mortgagor and is free and clear from all liens or incumbrances of any kind, or any part thereof, and that said property is now in the County of Tulsa, in the State of Oklahoma and in the actual possession and control of said mortgagor.