

thereafter at the rate of ten 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 hereof shall be entitled to a receiver, to the appointment of which the mortgagors hereby consent, 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 appraisalment of said premises is hereby expressly waived or not at the option of the holder of this mortgage.

In construing this mortgage the words "first party" and "second party" wherever used shall be held to mean the persons named in the preamble as parties hereto.

Dated this 25th day of April, 1924.

J. B. McCully

Nan I. McCully

STATE OF OKLAHOMA,)
TULSA COUNTY)

SS. Before me, the undersigned, a Notary Public, in and for said County and State, on this 25th day of April, 1924 personally appeared J. B. McCully and Nan I. McCully 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 Jan. 25, 1928

(SEAL)

Homer King, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, May 1, 1924 at 3:00 o'clock P. M. in Book 487, page 540

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

257207 C.J.

COMPARED

RELEASE OF MORTGAGE

WHEREAS, on the 15th day of July 1921, C. R. Walter and Anna Walter, his wife as mortgagors, made, executed and delivered to TULSA BUILDING & LOAN ASSOCIATION, a corporation as mortgagee, a certain mortgage to secure the payment of an indebtedness in amount of \$7,500.00 covering the following described real estate situated in the County of Tulsa, State of Oklahoma, to-wit:

Part of lots numbered Five (5) and Six (6) Block Ninety Two (92) in the Town of Tulsa, Indian Territory, according to the U. S. Plat and Survey thereof, being a tract thirty five (35) feet wide by one hundred thirty (130) feet in length, described as beginning at a point on South Second Street Twenty (20) feet easterly from the Southwest corner of said Lot Five (5) in Block Ninety Two (92), running thence northwesterly parallel with the West line of said Lot Five (5) a distance of one hundred thirty (130) feet, thence at right angles westerly and crossing the lot line between lots Five and six (5 and 6) a distance of thirty five (35) feet thence at right angles southeasterly a distance on one hundred thirty (130) feet to South Second Street, thence Easterly along the Northerly line of South Second Street a distance of thirty five (35) feet to the place of beginning, which said mortgage is duly recorded in Book 350 of Mortgages on page 172 thereof, in the office of the County Clerk in and for Tulsa County, State of Oklahoma, and,

WHEREAS, the indebtedness secured by said mortgage has been paid in full;

NOW, THEREFORE, the undersigned TULSA BUILDING & LOAN ASSOCIATION, a corporation,