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 ten per cent per amum, 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 smell 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 demage other than for rents actually received; and the appraisement 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 inthe preamble as parties hereto.

Dated this first day of May, 1924.

W. A. Crites Elizabeth Crites

STATE OF OKIA HOMA , Before me, the undersigned, a Notary Public, in and for said CULSA COUNTY County and State, on this Eighth day of May, 1924 personally appeared W. A. Crites and Elizabeth Crites, 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 2-7-1926 (SEAL) Clyde L. Sears, Notary Public Filed for record in Tulsa County, Tulsa Oklahoma, May 22, 192 4 at 2:30 o'clock P. M. in Book 488, page 220 By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk

QUIT CLAIM DEED 25882**9** C.J.

THIS INDENTURE, Made this 17th day of May A. D. 1924 between R. R. Johnston and O. K. Benedict of the first part, and George B. Smith & W. I. Smith of the second part,

WITNESSETH. That said parties of the first part, in consideration of the sum of Twenty-two (\$22.00) and No/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged has quit claimed, granted, bargained, sold and conveyed, and by these presents do for themselves, heirs, excutors 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 our right, title, interest, estate----claim and demand both at law and equity in and to the following described property, to-wit:

Lot Three (3) in Block (5) Five in Highland Addition to Red Fork, Oklahoma Together with all and singular hereditaments and appurtenances thereto belonging .

TO HAVE AND TO HOLD the above described premises unto the said George B. Smith and W. I. Smith their heirs and assigns, so that neither of us the said R. R. Johnston and O.K. Benedict or any person in our name and behalf, shall or will hereafter claim or demand any right or title to the said premises or any part thereof; but they and every one of them shall by these presents be excluded and forever barred.

IN WITNESS WHEREOF, The seid parties of the first part have hereunto set their hand

480

0

0

 \bigcirc