

poses, or the manner of the collection of any such taxes so as to affect the interest of the holder the whole of the principal sum secured by this mortgage, together with the interest due thereon, shall, at the option of the holder without notice to any party, become immediately due and payable.

It is further agreed that as additional collateral to secure the payment of the indebtedness secured hereby, first party hereby assigns to second party or its assigns all compensation or purchase money which may in any manner be received by the first party or the owner of the premises hereby mortgaged under agreement or by awards under eminent domain or taking said property for public use, and all profits, revenues, royalties, rents and benefits accruing to the said first party or the owners of the property mortgaged from said premises in any manner, including and under any and all oil, gas, mineral or other leases now on or hereafter placed thereon; this agreement to terminate upon the release of this mortgage. And, in the event of any default under this mortgage; the owner and holder hereof shall be entitled to immediate possession of the said premises and to the appointment of a receiver without notice, which notice the first party hereby waives. 483

It is further agreed that upon the breach of any promise, agreement, covenant, condition or warranty herein, including the failure to pay any principal or interest secured hereby when due or any taxes or assessments herein mentioned when due, or to keep the premises unceasingly insured and to deliver policies of insurance as herein provided, or to comply with any requirements herein, the whole sum secured hereby shall at once, and without notice, at the option of the holder hereof become immediately due and payable, whether or not the holder shall have paid any such taxes or assessments or have procured any such insurance, and the holder hereof shall thereupon be entitled to foreclose this mortgage and to have the premises sold and the proceeds applied to the payment of the sum secured hereby, and immediately upon the filing of a petition for foreclosure the holder hereof shall be entitled to a receiver to the appointment of which the first party hereby consents, 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 rentals or damages other than for rent actually received; the first party expressly waives notice of election to declare the whole debt or any part thereof due as hereinbefore stated and expressly waives appraisalment of said real estate and all benefits of the stay, valuation and appraisalment laws of the State of Oklahoma.

Cyrus S. Avery

Essie M. Avery

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 19th day of June 1924, personally appeared Cyrus S. Avery and Essie M. Avery, 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 notarial seal the day and year last above written.

My commission expires Mar. 27, 1928 (SEAL)

Leone Patton, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, June 20, 1924 at 8:30 o'clock A. M. in Book 486, page 564

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk