

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 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, 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 appraisal 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 8th day of December 1924,

Melissa Foster;

Signed in the presence of M. H. Calvert,

STATE OF OKLAHOMA, TULSA COUNTY (SS

Before me, Wm T. Calvert a Notary Public in and for said County and State, on this 8th day of December, 1924 personally appeared Melissa Foster (a widow) to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her 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 May 15th. 1926 (seal)

Wm T. Calvert Notary Public,

Filed for record in Tulsa, Tulsa County, Oklahoma, December 16th, 1924 at 11:30 O'clock. A. M. and recorded in Book 489. Page 438.

By- Brady Brown Deputy

(seal)

O. G. Weaver County Clerk;

#274369 EO

SHERIFF'S DEED;

INTERNAL REVENUE
\$ 2.00
Cancelled

THIS INDENTURE, made this 9th day of December, 1924, between R. D. Sanford, of the County of Tulsa; and State of Oklahoma, the duly elected and qualified sheriff of said County and State as such Sheriff, party of the first part, and Southwestern Mortgage Company, a Corporation; party of the second part,

WITNESSETH; THAT, Whereas, on the 13th day of October, 1924, in a certain action there in pending in the District Court of Tulsa County, Oklahoma, wherein Southwestern Mortgage Company, a Corporation, is plaintiff, and L. O. Cook, Ella A. Cook, P. A. McNeal and B. L. Conway, are defendants, same being case No- 26321. plaintiff Southwestern Mortgage Company, recovered a judgment against the defendants, L. O. Cook and Ella A. Cook in the sum of Four Thousand Nine Hundred Forty & 52/100 Dollars, (\$4940.52). together with interest thereon from the 13th day of October, 1924, at 6 per cent per annum, until paid, and for an attorney fee in the sum of Four Hundred Sixty-seven Dollars, (\$467.00), upon the premises described as follows, to-wit;

Lots Six (6) and Seven (7), Block Thirteen Park Hill

Addition to the City of Tulsa, Tulsa County, Oklahoma

according to the recorded plat thereof, and

Whereas, on said day, in said action, plaintiff Southwestern Mortgage Company, a