

filing of a bill for the foreclosure of this mortgage, be forthwith entitled to the immediate possession of the above described premises, and may at once take possession, and receive and collect the rents, issues and profits thereof, and in case of sale of said premises under such foreclosure, the said party of the first part do hereby waive an appraisement of said Real Estate, should the same be sold under execution, order of sale, or other final process, or not at the option of the holder of said notes.

It is expressly stipulated and agreed that the rents, issues and profits of the whole premises herin conveyed shall be and hereby ^{are} pledged for the payment of the debt hereby secured, the interest thereon as it matures, the premiums for insurance on the buildings and all taxes and assessments on said premises as they become due, And that upon default in the payment of any such interest, insurance, premiums, taxes or assessments and the institution of proceedings to foreclose this mortgage, the plaintiff therein shall be entitled to have a receiver appointed to take possession and control of the within described premises and to collect the rents, issues and profits thereof under the direction of the Court, The amount so collected by such receiver to be applied under direction of the Court ~~to the direction of the Court,~~ ~~The amount so collected by such receiver to be applied under direction of the Court to the payment of the~~ judgment rendered or amount found due upon the foreclosure of this mortgage, 489

And said mortgagors further expressly agree that in case of foreclosure of this mortgage, and as often as any proceedings shall be taken to foreclose same, as hereinafter provided, the mortgagors will pay to the said plaintiff a reasonable attorney's or a solicitor's fee therefor, in addition to all other legal costs and statutory fees, said fee to be due and payable upon the filing of petition for foreclosure, and the same shall be a further charge and lien upon the said premises described in this mortgage, and the amount thereof shall be recovered in said foreclosure suit and included in any judgment or decree rendered in any action as aforesaid and collected and the lien thereon enforced in the same manner as the principal debt hereby secured,

The foregoing covenants being performed, this conveyance shall be void; otherwise this mortgage shall be in full force and effect,

IN Testimony Whereof, The said party of the first part have hereunto set their hands this Sixth day of January, nineteen hundred twenty-five.

ATTEST;

Walter W. Everett

Wm T. Calvert

Lola Everett

STATE OF OKLAHOMA

SS

TULSA COUNTY

Before me, a Notary Public, in and for said County and State, on this 7th day of January, 1925, personally appeared Walter W. Everett, and Lola Everett, 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,

Wm T. Calvert Notary Public

My Commission expires May 15th, 1926 (seal)

Residence Tulsa, Okla.

Filed for record in Tulsa, Tulsa County, Oklahoma, January 8th, 1925 at 11:40 O'clock A. M. and recorded in Book 489, Page 626.

By- Brady Brown Deputy

(seal)

O. G. Weaver County Clerk,

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#275831 EC

RELEASE OF MORTGAGE;

KNOW ALL MEN BY THESE PRESENTS:

Whereas, On the 28th day of November, 1921 a certain mortgage was executed by C. D. Coggeshall and wife Grace H. Coggeshall mortgagors to Juliette Pierce mortgagee for the sum of FIVE THOUSAND Dollars upon the following described real estate, to-wit;

Easterly Seventy (70) feet of the Southerly Fifty (50) feet of Lot Four (4), Block Fourteen (14), in the Original Town of Tulsa, Tulsa County, Oklahoma

PREPARED BY
J. L. S.
and
J. L. S.