

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, 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 20th day of October, 1924.

James Duncan

Katherin Duncan

STATE OF OKLAHOMA,)
Tulsa County.) ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 20th day of October, 1924, personally appeared James Duncan and Katherine Duncan, 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 June 18, 1927. (Seal)

Nettie J. Powell, Notary Public.

ASSIGNMENT.

For value received, the receipt of which is hereby acknowledged, I do hereby transfer to The Exchange Trust Co. a corporation the within mortgage, note thereby secured.

W. R. Cox

State of Oklahoma, Tulsa County, ss.

On this sixth day of December A.D. 1924 before me, a Notary Public in and for said County, personally appeared W. R. Cox who is to me personally known to be the identical person who executed the foregoing assignment, and duly acknowledged the execution of the same to be his voluntary act and deed for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, on the day and date last above written.

My commission expires March 4, 1925. (Seal)

R. E. Thompson, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, Dec. 8, 1924, at 1:10 o'clock P.M. and recorded in Book 490, Page 401.

By Brady Brown, Deputy.

(Seal)

O. G. Weaver, County Clerk.

273694 C.M.J.

QUIT CLAIM DEED.

THIS INDENTURE, Made this 8th day of December A.D. 1924 between Chas. Evans and wife, Minnie Drews Evans of the first part, and Gertrude Robertson of the second part,

WITNESSETH, That said parties of the first part, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to them duly paid, the receipt of which is hereby acknowledged by them have quit claimed, granted, bargained, sold and conveyed, and by these presents do for themselves their heirs, executors and administrators, quit-claim grant, bargain, sell and convey unto the said party of the second part and to her

INTERNAL REVENUE
\$ 50.00
Cancelled