

party promises and agrees to pay, together with expense of examination of title in preparation for foreclosure. Any expense incurred in litigation or otherwise, including attorney fees and abstract of title to said premises, incurred by reason of this mortgage or to protect its liens, shall be repaid by the mortgagor to the mortgagee or assigns, with interest thereon at 10 per cent per annum, and this mortgage shall stand as security therefor.

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 10 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 thereof 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 secured thereby, shall in all respects be governed and construed by the laws of the State of Oklahoma.

Dated this 1st day of December, 1924.

Signed in the presence of
Harriette P. Hendee

Elinor L. Hendee
Robert W. Hendee

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 23d day of December, 1924, personally appeared Elinor L. Hendee, and Robert W. Hendee, her husband 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 set forth.

Witness my hand and official seal the day and year above written.

My commission expires Aug. 11, 1925. (Seal)

C. A. C'Donovan, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, Jan. 2, 1925, at 11:20 o'clock A.M. and recorded in Book 490, Page 496.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

275405 C.M.J.

TREASURER'S ENDORSEMENT REAL ESTATE MORTGAGE.

I hereby certify that I received \$20.00 and issued
Book No. 1738 for the same mortgage.
tax on the within mortgage.

Dated and 17 day of Dec 1924
W. W. Stackay, County Treasurer

Deputy

KNOW ALL MEN BY THESE PRESENTS: That W. M.
Bumbalow and Ada Bumbalow, his wife and J. E.
Driver and Beatrice Driver, his wife, of Tulsa
County, Oklahoma; parties of the first part,

have mortgaged and hereby mortgage to Southwestern Mortgage Company, Roff, Okla. party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit: