

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 ten 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 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 appraisal 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 26th day of July 1924.

Charles C. Banther

Clara Banther

STATE OF OKLAHOMA)
Tulsa County)

SS. Before me, the undersigned, a Notary Public, in and for said County and State, on this 26 day of July 1924 personally appeared Charles C. Banther & Clara Banther 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 Oct 13, 1926 (SEAL) F. A. Singler, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, Jul 29, 1924 at 10:45 o'clock A. M. in Book 492, page 432

By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk

264034 C.J.

COMPARE

RELEASE OF MORTGAGE--CORPORATION

IN CONSIDERATION OF the payment of the debt therein named The West Tulsa State Bank a corporation, does hereby release Mortgage made by Charles C. Banther and Clara Banther to The West Tulsa State Bank, on Mar 28, 1923 in the sum of \$2000.00 and which is recorded in Book 446 Mortgages, page 348 of the records of Tulsa County, State of Oklahoma, covering the

The North forty five feet of Lot one and the north forty five feet of the East Half of Lot Two, in Block Four of Clintondale Addition to the City of Tulsa, Okla.

West Half of Lot Ten, Block Four, in Clintons First Addition to the City of Tulsa, Okla. in Tulsa County, State of Oklahoma.

IN WITNESS WHEREOF The West Tulsa State Bank has caused these presents to be signed by its (x) President, and its corporate seal to be affixed this 26th day of July 1924

Attest:

(CORPORATE SEAL)

The West Tulsa State Bank
By F. C. Tompkins, President

F. A. Huss, Cashier