

not be required to do. This assignment is to terminate and become null and void upon release of this mortgage.

Tenth. That upon the institution of proceedings to foreclose this mortgage, the plaintiff therein shall be entitled to have a receiver appointed by the court to take possession and control of the premises described herein, and to collect the rents and profits thereof, under the directions of the court, without the proof required by statute; the amount so collected by such receiver to be applied, under the directions of the court, to the payment of any judgment rendered or amount found due upon the foreclosure of this mortgage.

The foregoing covenants and conditions being kept and performed, this conveyance shall be void; otherwise to remain of full force and virtue.

ELEVENTH. In construing this mortgage the words "first party" wherever used shall be held to mean the persons named in the preamble as parties of the first part, jointly and severally.

First party agrees to pay the fees for recording the release of this mortgage.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hand the day and year first above written.

Signed and delivered in the presence of:

W. T. Brumbaugh

W. P. Fraker

F. M. Hensecker

Jennie L. Fraker

STATE OF OKLAHOMA,)
Tulsa County,) ss:

Before me, a Notary Public, in and for said County and State, on this 8th day of July 1924, personally appeared W. P. Fraker and Jennie L. Fraker, 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 Nov. 4, 1926 (SEAL) R. A. Wallingford, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Aug 7, 1924 at 4:30 o'clock P. M. in Book 492, page 555

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

264723 C.J.

MORTGAGE
(OKLAHOMA)

THIS INDENTURE Made this 27th day of June in the year of our Lord One Thousand Nine Hundred and Twenty Four between W. P. Fraker and Jennie Fraker his wife of the County of Tulsa and State of Oklahoma, of the first part, (hereinafter called first party) and THE DEMING INVESTMENT COMPANY, a corporation, of Oswego, Kansas, party of the second part.

WITNESSETH, that the said first party in consideration of the sum of Four Hundred Seventy Five and no/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do GRANT, BARGAIN, SELL AND MORTGAGE to the said party of the second part, its successors or assigns forever, all that tract or parcel of land situated in the County of ----- in the State of Oklahoma, described as follows, to-wit;

The Southeast Quarter of Section Nineteen (19) Township Eighteen (18) North, Range Fifteen (15) East, Wagoner County and the North Half of the Northeast Quarter of Section Thirty-five (35) and the Northwest Quarter of Section Thirty-five (35), Township Nineteen (19) North, Range Fourteen (14) East, Tulsa County