

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 a count 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 August 1924

John James Vick

State of Oklahoma,)
Tulsa County) SS.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 26th day of Aug 1924 personally appeared John James Vick to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his 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, Tulsa County, Oklahoma on Aug. 27, 1924 at 8.00 o'clock A. M. in Book 493 page 83

Brady Brown, Deputy

(Seal)

O. G. Weaver, County Clerk

266112 M. H. HOLBROOK MORTGAGE DEED

I hereby certify that the foregoing is a true and correct copy of the original as the same appears from the records of the County Clerk of Tulsa County, Oklahoma.

16311
28 August 4
G. M.

THIS INDENTURE, Made this 7 day of July A. D.

1924, between M. Ash, L. M. Ash, his wife of Delaware County, in the State of Oklahoma, of the first part, and W. H. Holbrook of Delaware County, in the

State of Oklahoma, of the second part/

WITNESSETH, that said partys of the first part in consideration of the sum of Two Hundred and fifty Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said party of the second part, His heirs and assigns, the following described real estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lots 5 and 6 Block 39 in the Original Town of Collinsville, Oklahoma.

TO HAVE AND TO HOLD THE SAID, Unto the said partys of the second part heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon the express condition, that whereas, said First Partys has this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows:

\$250. Twelve Months after Date, for Value Received with Interest at the rate of 10% from date

Now if said partys of the first part shall pay or cause to be paid to said party of the second part, his heirs or assigns, said sum of money in the above described note mentioned, together with interest thereon, according to the terms and tenor of the same, then this