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possession of the premises and all rents and profits thereof as additional collateral security. To which end the mortgagee shall be entitled, and the mortgagor hereby consents to and waives notice of the application for, the appointment of a receiver, either at the time of, or after the commencement of such action, the mortgagee and such receiver to be in no event held to account for any rentals or damages other than for rents actually received; the mortgagor hereby waiving any and all damages arising by reason of the taking of said premises into possession as aforesaid, and any and all damage or liability that may occur to said property while in possession of said mortgagee or such receiver.

Said parties of the first part hereby agree that in the event action is brought to foreclose this mortgage they will pay all expenses of collection including a reasonable attorney's fee of ~~four~~ Dollars which this mortgage also secures, and which shall be due upon the filing of the petition in foreclosure.

No waiver of any default hereunder shall affect or be deemed a waiver of any other default.

Parties of the first part, for said consideration do hereby expressly waive appraisement of said real estate and all benefits of the homestead, exemption and stay laws in Oklahoma.

Dated this 5th day of September, 1924.

J. H. Santrock.  
Carrie M. Santrock.

STATE OF OKLAHOMA, )  
COUNTY OF TULSA. ) SS.

Before me, a Notary Public, in and for said County and State, on this 5th day of September, 1924, personally appeared Jno. H. Santrock and Carrie M. Santrock, his wife, to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me, that executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my signature and official seal, the day and year last above written.

(Seal)  
My commission expires Mar. 19, 1928.

Emily H. Bartay,  
Notary Public.

Filed for record in Tulsa County, Oklahoma, Tulsa, Oklahoma, on Sept. 6, 1924 at 10:50

A. M. o'clock in Book 496, page 108.

By Brady Brown, Deputy.

(SEAL)

O. G. Weaver, County Clerk.

266764-CW.

REAL ESTATE MORTGAGE.

THIS INDENTURE, made this 6th day of August, in the year of our Lord One

Thousand Nine Hundred and Twenty-four by and between

Fitz C. Hurd and Nell Hurd, his wife, of the County of

Tulsa and State of Oklahoma, parties of the first part,

mortgagor; and the AETNA LIFE INSURANCE COMPANY, a corp-

oration organized under the laws of the State of Connect-

icut, having its principal office in the City of Hartford, Connecticut, party of the second part, mortgagee;

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of Four Thousand --Dollars to them in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to its successors and assigns, forever, all the following described real estate, lying and situate in the County of Tulsa and State of Oklahoma, to-wit:

Lots One and Two, and South half of the "ortheast quarter, of Section Two,

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