

of the 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 consents, 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 an rental or damage other than for rents actually received the mortgagors hereby waiving any and all damage arising by reason of the taking possession of said premises as aforesaid, and for any and all other damage or liabilities that may occur to said property when in the possession of said mortgagee; and all the covenants and agreements herein contained shall run with the land herein conveyed.

This mortgage and the note and contract secured thereby shall in all respects be governed and construed by the laws of Oklahoma.

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

J. T. Cooper,  
Dovie Cooper.

Before me, Fred S. Broach a Notary Public in and for said County and State, on this 27th day of September, A. D. 1924, personally appeared J. T. Cooper and Dovie Cooper 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 above set forth. My commission expires March 10, (Seal) 1925. Fred S. Broach, Notary Public.

Filed for record in Tulsa County, Tulsa, Oklahoma on Sept. 27th, 1924 at 11:15 A. M. recorded in book 496, page 353. By Brady Brown, Deputy. (SEAL) O. G. Weaver, County Clerk.

268378-CW.

EXECUTORS DEED.

INTERNAL REVENUE  
\$50.00  
Cancelled

Whereas, C. H. Overton did on the 24th day of July, 1922, enter into a written contract with H. J. McLaughlin, whereby he agreed to sell to said H. J. McLaughlin, the following described real estate in Tulsa County, Oklahoma, to-wit: Lot 10 in Block 11 of Meadow Brook Addition to the City of Tulsa, Tulsa County, Okla, for the sum of \$500.00 \$50.00 of which was paid on the delivery of said contract, the remainder to be paid in installments. And, whereas, the purchase price for said lot has been paid in full.

And, Whereas, C. H. Overton has since the making of said contract died leaving a will which has been probated, and the undersigned, Henry M. Price and Harry Campbell are the duly appointed, qualified and acting executors of the estate of the said C. H. Overton.

Now, therefore, in consideration of the payment of the payment of the purchase price of said lot, said executors hereby grant, bargain, sell and convey unto the said H. J. McLaughlin, and unto his heirs forever, the above described real estate, and said executors for and on behalf of said estate, but not personally, hereby covenant, promise and agree to, and with said party of the second part, that at the execution and delivery of the contract of sale of the above described lot that the said C. H. Overton was lawfully seized in his own right to an absolute and indefeasible estate of inheritance in fee simple, of and in, all and singular, the above granted and described premises, with the appurtenances thereunto belonging; that the same were free, clear and discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of whatsoever nature and kind, except assessments for special improvements, and that they will warrant on behalf of said estate, but not personally, unto said party of the second part, his heirs and assigns against the said C. H. Overton, his heirs and

COMPARED BY  
P.S. 926