

by certify that I received \$48. and I
to 17.11.24 therefor in payment of mo...
a within mortgage.
ed this 16 day of Oct 1924
W. W. Sweeney, County Treas.

party promises and agrees to pay, together with expense of examination of title in preparation for foreclosure. Any expense incurred in litigation or otherwise, including Attorney fees and Abstract of title to said premises incurred 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 10 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, 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 any rental or damage other than for rents actually received; and the appraisalment of said premises is hereby expressly waived. And all the covenants and agreements herein contained shall run with the land herein conveyed.

This Mortgage and the note and coupons secured thereby, shall in all respects be governed and construed by the laws of the State of Oklahoma.

Dated this 17th day of October, 1924.
Signed in the presence of C. D. Coggeshall. Ewell E. Berry.

STATE OF OKLAHOMA,)
TULSA COUNTY.) SS.

Before me, C. D. Coggeshall a Notary Public in and for said County and State, on this ----day of October 1924 personally appeared Ewell E. Berry (a single man) 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 above written. (Seal) C. D. Coggeshall, Notary Public.
My Commission expires May 7, 1927.

Filed for record in Tulsa County, Tulsa, Oklahoma on Oct. 17, 1924 at 4:30 P. M. o'clock, recorded in book 496, page 564.
By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.

269926-CW.

M O R T G A G E

KNOW ALL MEN BY THESE PRESENTS, That Hazel Bell and Aaron Bell, her husband party of the first part, in consideration of the sum of One Hundred Twenty and No/100 DOLLARS, in hand paid, do hereby sell and convey unto THE INTER-STATE MORTGAGE TRUST COMPANY, party of the second part, the following described premises, situated in the County of Tulsa, State of Oklahoma, to-wit: Lot Five (5) of re-subdivision of Lots One (1), Two (2), Three (3), and Four (4) inclusive Block Nine (9) Highland Addition to the City of Tulsa; and Lots One (1) Two (2), Three (3), and Four (4) Block One (1), Highland Second Addition to the City of Tulsa,, according to the official plat thereof.

The intention being to convey hereby an absolute title in fee simple, including all rights of homestead, to have and to hold the premises above described, with all