

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 hereof 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 reasonably 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 account 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 11th day of August, 1924.

Frankie J. Popejoy.

State of Oklahoma)
Tulsa County) SS Before me, the undersigned, a Notary Public, in and for said County and State, on this 15th day of August, 1924, personally appeared Frankie J. Popejoy, a widow, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her 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.

(SEAL) Arden E. Ross, Notary Public.

My commission expires January 2, 1927.

Filed for record in Tulsa Co. Okla. on Oct. 15, 1924, at 8:00 A.M. recorded in book 497, page 127, Brady Brown, Deputy,

(SEAL) O.G. Weaver, County Clerk.

269629 - BH

REAL ESTATE MORTGAGE.

Know all men by these presents: That D. J. Nash and O. O. Nash, his wife, and C. C. Cain and Faye Cain, his wife, of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Blanche B. Drum, party of the second part, the following described premises, situated in Tulsa County, State of Oklahoma, to-wit:

The west forty (40) feet of lot eight (8) in block five (5)
in Highlands addition to the City of Tulsa, according to the
recorded plat thereof,

with all improvements thereon and appurtenances thereunto belonging, and warrant the title to the same, except a mortgage of record, to Farm & Home Savings & Loan Association, in the original principal sum of \$3,000.00.

This mortgage is given to secure the payment of the principal sum of (\$2,225.00) twenty two hundred twenty five and no/100 dollars, with interest thereon at the rate of eight per cent per annum, payable annually, from date, according to the terms and at the

COMPARED BY
J.S. and J.M.

RECEIVED
I hereby certify that I received \$225.00 and issued
Receipt No. 16950 in full payment of mortgage
on the within instrument.
Dated this 15 day of Oct 1924
W. W. Stanley, County Treasurer
J.M.