

secured, shall, at once, upon the filing of a petition for the foreclosure of this mortgage be forthwith entitled to the possession of the above described premises, or upon the institution of proceedings to foreclose this mortgage, the plaintiff therein shall, if he so elects, be entitled to have a receiver appointed by the Court to take possession and control of the premises described herein, said receiver to rent the same and collect the rents thereof under the direction of the court, without the usual proof required by statute of law, it being agreed between the parties hereto that the allegations of the petition <sup>as</sup> to any default in the performance of any agreement, herein contained to be by the mortgagor performed, together with the above agreement, relating to possession and the appointment of a receiver, shall be sufficient authority to the Court to appoint a receiver without further proof than the agreement contained herein, the amount so collected by such receiver to be applied under the direction of the Court to the payment of any judgment rendered or amount found due on the foreclosure of this mortgage.

And the said mortgagors hereby waive the appraisement required by law or not, at the option of the mortgagee and expressly waive all rights of homestead or other exemption, redemption and stay of execution under the laws now in force in this state or hereafter to be enacted.

This mortgage has for its sole consideration, the above sum of money which is now due and owing unto the said mortgagee, the payment of which is intended to be secured hereby.

It is further understood and agreed that time is the essence of this contract and that all covenants and agreements, herein contained, shall bind, not only the mortgagors, but also their heirs, executors, administrators, and the purchasers of the property hereby mortgaged and all of such covenants and agreements shall inure to the benefit of the said mortgagee, and assigns.

In witness whereof, the said mortgagors have hereunto set their hands and seals this 26th day of September, A.D. one thousand nine hundred and twenty four.

Newton Banks,  
Edna A. Banks.

State of Oklahoma )  
County of Tulsa ) SS

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, duly commissioned and acting as such on this \_\_\_\_ day of September, A.D. 1924, personally appeared Newton A. Banks and Edna A. Banks, his wife, to me well known to be the identical persons who signed and executed the foregoing mortgage and acknowledged to me that they signed and executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and notarial seal the day and year above said.

(SEAL) Minnie Hugo, Notary Public.

My commission expires Sept. 2, 1925.

Filed for record in Tulsa Co., Okla. on Sept. 29, 1924, at 10:50 A.M. recorded in book 491, page 2, Brady Brown, Deputy.

(SEAL) O.G. Weaver, County Clerk. I hereby certify that I received \$42 and issue Receipt No. 16249 for the payment of mortgage.

268492 - BH

TREASURER'S ENDORSEMENT

I hereby certify that I received \$42 and issue Receipt No. 16249 for the payment of mortgage.

Date this 1st day of Oct. 1924

W. W. Weaver, County Treasurer

Deputy

SECOND MORTGAGE.

This indenture, made this 15th day of September, A.D. 1924, by and between Grover G. Smith, and Ida Smith, his wife, of the County of Tulsa, and State of Oklahoma, party of the first part, and Finerty Investment Company, a corporation organized under the laws of Oklahoma, of Oklahoma City, State of Oklahoma, party of the second part.