

leases now on or hereafter placed thereon; this agreement to terminate upon the release of this mortgage. And, in the event of any default under this mortgage the owner and holder hereof shall be entitled to immediate possession of the said premises and to the appointment of a receiver without notice, which notice the first party hereby waives.

It is further agreed that upon the breach of any promise, agreement, covenant, condition, or warranty herein, including the failure to pay any principal or interest secured hereby when due or any taxes or assessments herein mentioned when due, or to keep the premises unceasingly insured and to deliver policies of insurance as herein provided, or to comply with any requirements herein, the whole sum secured hereby shall at once, and without notice, at the option of the holder hereof become immediately due and payable, whether or not the holder shall have <sup>paid</sup> such taxes or assessments or have procured any such insurance, and the holder hereof shall <sup>thereupon</sup> be entitled to foreclose this mortgage and to have the premises sold and the proceeds applied to the payment of the sum secured hereby, and immediately upon the filing of a petition for foreclosure the holder hereof shall be entitled to a receiver to the appointment of which the first party 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 rentals or damages other than for rent actually received; the first party expressly waives notice of election to declare the whole debt or any part thereof due as hereinbefore stated and expressly waives appraisal of said real estate and all benefits of the stay, valuation and appraisal laws of the State of Oklahoma.

A. L. Geiger,  
Abbie Geiger.

State of Oklahoma }  
County of Tulsa ) SS  
Before me, the undersigned, a Notary Public, in and for said County and State, on this 23rd day of October, 1924, personally appeared A. L. Geiger and Abbie Geiger, his wife, 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 notarial seal the day and year last above written.

(SEAL) Hildred Firey, Notary Public.

My commission expires August 1, 1928.

Filed for record in Tulsa Co. Okla. on Nov. 18, 1924, at 2:30 P.M. recorded in book 497, page 399, Brady Brown, Deputy.

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

272245 - BH

#### REAL ESTATE MORTGAGE.

This indenture, made this 15th day of November, in the year one thousand nine hundred and twenty-four, between J. W. S. Bower and Hattie M. Bower, his wife, of Muskogee, Oklahoma, parties of the first part, and Kate Mandler of Muskogee, Oklahoma, party of the second part.

Witnesseth, that the said parties of the first part for and in consideration of the sum of eight thousand (\$8000.00) dollars, to them in hand paid, by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained sold, remised, released and confirmed, and by these presents do grant, bargain, sell release and confirm unto the said party of the second part, her heirs, executors, successors or assigns, forever, all of the following described real estate, situate, lying and being in the County of Tulsa, and State of Oklahoma, to-wit:

TREASURER'S OFFICE  
I have received of the County Clerk  
Record No. 17388  
dated Nov. 18, 1924  
W. W. Weaver, County Clerk  
Deputy