

Now, if the parties of the first part shall fail to pay, or cause to be paid, any of the note or notes secured hereby, or shall fail in any of the terms or conditions of the said prior bond or mortgage, or if at anytime there remains unpaid any interest, insurance, premiums, taxes or assessments, after the same becomes due, or should said mortgagors commit waste on said described premises, then the said note and all the sums secured by this mortgage shall immediately become due and payable, at the option of the holder hereof, without notice or demand and the holder hereof may at once cause this mortgage to be foreclosed and shall be entitled to recover attorney's fees in the sum of ten percent of the amount hereby secured in no event less than fifty dollars, the said sum to be adjudged a lien upon said lands and secured by this mortgage; and shall be entitled upon the breach of any of the conditions herein to the immediate possession of the said premises and to the rents and profits thereof, and, the said mortgagors hereby covenant and agree to give peaceable possession thereof as aforesaid and in case the mortgagee or the holder of this mortgage shall institute proceedings in court to foreclose this mortgage the parties hereto agree that a receiver may be appointed by the court to preserve the same and collect the rentals and profits therefrom without regard to the question of value.

It is agreed that this mortgage shall secure the payment of any sums which may be hereafter advanced of material hereafter furnished by the mortgagee for the purpose of building upon, improving or repairing the premises herein described.

The foregoing conditions being performed this conveyance to be void, otherwise in full force and effect.

In witness whereof, the said parties of the first part have hereunto set their hands the day and year first above written.

Executed in presence of:

H. E. Hanna,  
Lenore S. Hanna,  
L. W. Grant,  
Etta B. Grant.

State of Oklahoma )  
County of Tulsa )

Before me, a Notary Public, in and for said County and State, on this 26th day of September, 1924, personally appeared H. E. Hanna and Lenore S. Hanna, husband and wife, and L. W. Grant, and Etta B. Grant, husband and wife, to me personally 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 signature and official seal the day and year last above written.

(SEAL) R. L. Kifer Notary Public.

My commission expires June 6th, 1927.

Filed for record in Tulsa County, Okla. on Oct. 3, 1924, at 11:30 A.M. recorded in book page 45  
497, Brady Brown, Deputy,

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

268716 - BH

#### REAL ESTATE MORTGAGE.

This indenture, made this 26th day of September, A.D. 1924, by and between H.E. Hanna and Lenore S. Hanna, husband and wife, and L. W. Grant and Etta B. Grant, husband and wife, of Tulsa County, State of Oklahoma, parties of the first part, and Tulsa Mortgage Investment Company a trust estate, party of the second part.

Witnesseth, that the said parties of the first part, for and in consideration of the sum of fifteen hundred dollars, to them in hand paid, by the said party of the second part,

69  
COMPARED BY  
g.m.

RECORDED  
16864  
OCT 4 1924  
COUNTY CLERK  
g.m.