

-498 filing of the petition in foreclosure and which is secured hereby, 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 ten 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, 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 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 October, 1924.

L. A. Justus

Katie Justus

ASSIGNMENT

For value received, the receipt of which is hereby acknowledged, I do hereby transfer to Southwestern Mortgage Company, Roff, Okla., the within mortgage, note thereby secured.

Blanche B. Drum

State of Oklahoma, Tulsa County, ss.

On this 14th day of October 1924 before me, a Notary Public in and for said County, personally appeared Blanche B. Drum who is to me personally known to be the identical person who executed the foregoing assignment, and duly acknowledged the execution of the same to be his voluntary act and deed for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, on the day and date last above written.

My commission expires Jan 2, A. D. 1927 (SEAL) Arden E. Ross, Notary Public

STATE OF OKLAHOMA)
Tulsa County) SS.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 11th day of November, 1924, personally appeared KATIE JUSTUS AND L. A. Justus, her husband, 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 official seal the day and year last above written.

My commission expires Jan. 2, 1927 (SEAL) Arden E. Ross, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, Oct 15, 1924 at 4:30 o'clock P. M. in
Book 498, page 106 By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk