

current 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 23rd day of Oct 1924.

Nina Brannon

STATE OF OKLAHOMA,)
TULSA COUNTY) SS. Before me, the undersigned, a Notary Public, in and for said County and State, on this 23rd day of Oct 1924 personally appeared Ninna Brannon 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.

My Commission expires Nov. 17, 1927 (SEAL) C. W. Clark, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, Oct 23, 1924 at 1:00 o'clock P. M. in Book 498, page 198

By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk

270302 C.J.

QUIT CLAIM DEED

THIS INDENTURE, Made this 18th. day of January A. D. 1924 between James Cherry, of Tulsa, Oklahoma of the first part, and Shakespear Johnson, of Tulsa, Oklahoma of the second part,

WITNESSETH, That said party of the first part, in consideration of the sum of One Dollar, and other valuable considerations, to him duly paid, the receipt of which is hereby acknowledged has quit claimed, granted, bargained, sold and conveyed, and by these presents does for himself, his heirs, executors and administrators, quit claim, bargain, sell and convey unto the said party of the second part and to his heirs and assigns, forever, all his right, title, interest, estate claim and demand both at law and equity in and to the following described property, to wit:

All of Lot One (1), in Block Two (2), of Fairview Second Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat and survey of said addition;

This quit claim is given in release and satisfaction of a certain mortgage,