

dition, or in the event any act of waste is committed on said premises,-- in any of which events the entire debt shall become due and payable, at the option of said party of the second part, or its assigns,-- the said party of the second part, or assigns, shall be entitled to a foreclosure of this mortgage, and to have the said premises, sold and the proceeds applied towards the payment of the indebtedness due the said second party, or its assigns, ascertained in accordance with the terms of the note and contract 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 consents, which appointment may be made either before or after the decree of foreclosure, and the holder hereof shall in my case be held to account for any rental or damage other than for rents actually received, the mortgagors hereby waiving any and all damage arising by reason of the taking possession of said premises as aforesaid, and for any and all other damage or liabilities that may occur to said property when in the possession of said mortgagee; and all the covenants and agreements herein contained shall run with the land herein conveyed.

This mortgage and the note and contract secured thereby shall in all respects be governed and construed by the laws of Oklahoma.

C. W. Foltz

Myrtle A. Foltz

STATE OF OKLAHOMA, }  
COUNTY OF TULSA }

Before me, Fred S. Broogh, a Notary Public in and for said County and State on this 24th day of November A. D. 1924, personally appeared C. W. Foltz and Myrtle A. Foltz 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 above set forth.

My commission expires March 10, 1925 (SEAL) Fred S. Broogh, Notary Public  
Filed for record in Tulsa County, Tulsa Oklahoma, Nov 24, 1924 at 11:30 o'clock A. M.  
in Book 498, page 540

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

272641 C.J.

GENERAL WARRANTY DEED

INTERNAL REVENUE

\$1.50

Cancelled

THIS INDENTURE, Made this 21st day of October, 1924, between R. M. McFarlin and Ida M. McFarlin, husband and wife, of Bexar County, State of Texas, of the first part, and Hirdie Montgomery, nee Scaggs, of the second part.

WITNESSETH:

That in consideration of the sum of One (\$1.00) Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, said parties of the first part do by these presents grant, bargain, sell and convey unto said party of the second part, her heirs and assigns, all of the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit:

Lot Nine (9), Block Six (6), Rosedale Addition to the City of Tulsa as per the plat of said addition on record in the office of the County Clerk of Tulsa County, Oklahoma,

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining forever.

And said R. M. McFarlin and Ida M. McFarlin, their heirs, executors or administrators,