

and all rents and profits thereof as additional collateral security. To which end the mortgagee shall be entitled, and the mortgagor hereby consents to and waives notice of the application for, the appointment of a receiver, either at the time of, or after the commencement of such action, the mortgagee and such receiver to be in no event held to account for any rentals or damages other than for rents actually received; the mortgagor hereby waiving any and all damages arising by reason of the taking of said premises into possession as aforesaid, and any and all damage or liability that may occur to said property while in possession of said mortgagee or such receiver.

Said parties of the first part hereby agree that in the ^{event} ~~event~~ is brought to foreclose this mortgage they will pay all expenses of collection including a reasonable attorney's fee of Three Hundred and Fifty 00/100 DOLLARS which this mortgage also secures, and which shall be due upon the filing of the petition in foreclosure.

No waiver of any default hereunder shall affect or be deemed a waiver of any other default.

Parties of the first part, for said consideration do hereby expressly waive appraisal of said real estate and all benefits of the homestead, exemption and stay laws in Oklahoma.

Dated this 18th day of November 1924.

A. A. Small

Jennie R. Small

STATE OF OKLAHOMA,)
COUNTY OF TULSA,) ss.

Before me, a Notary Public, in and for said County and State, on this 21st day of November, 1924, personally appeared Mr. A. A. Small, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me, that he executed the same as his 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.

My commission expires Mar. 19, 1928

(SEAL)

Emily H. Bartay, Notary Public

STATE OF OKLAHOMA,)
County of Beckham) ss.

Before me, a Notary Public, in and for said County and State, on this 18 day of Nov. 1924, personally appeared Jennie R. Small and----- to me personally 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 signature and official seal, the day and year last above written.

My Commission expires Jan. 20, 1926

(SEAL)

J. L. Thurmond, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Nov. 24, 1924 at 1:45 o'clock P. M.
in Book 498, page 547

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

272663 C.J.

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That C. C. Evans and Ethel Evans, Husband and Wife of Tulsa County, in the State of Oklahoma, parties of the first part, have mortgaged, and hereby mortgage to THE HOME BUILDING & LOAN ASSOCIATION, Sand Springs, Oklahoma, a corporation duly organized and

doing business under the statutes of the State of Oklahoma, party of the second part, the following described real estate and premises, situate in Tulsa County, State of Oklahoma,

RECEIVED
I hereby certify that the within and foregoing instrument was acknowledged to me by the within and foregoing parties as their free and voluntary act and deed for the uses and purposes therein set forth.
W. W. [Signature]
Notary