

receive the rents, profits and incomes thereof, and have full control of the same, so long as said default exists, or may apply to any Judge or Court having jurisdiction to appoint, and have appointed, a receiver to take charge of said property and preserve the same and collect the rents and profits thereof, and may proceed to foreclose said mortgage and have said property sold, and the proceeds thereof, together with the rents and profits applied first, in payment of the costs of suit and sale, and Two hundred thirty and No/100 Dollars \$230.00 attorney's fee, which the court shall tax for plaintiff in the action, and all moneys which may have been advanced by party of the second part for insurance, taxes and other charges, liens and assessments, with interest thereon from date of advancement at ten (10) per cent, per annum, all of which shall become a lien on said premises; second, to pay all sums of money due and payable upon the first mortgage bond secured hereby, with the accrued interest and fines thereon, and, third, the overplus, if any, to be paid to the party of the first part their legal representatives or assigns.

BUT, Until default be made in some one or more of the conditions hereof, the party of the first part shall be entitled to the use of the incomes, rents and profits of said property.

AND THE SAID PARTY OF THE FIRST PART, For Themselves and their heirs, executors, and administrators and assigns, does hereby covenant to and with the said party of the second part and its successors or assigns, that said party of the first part is lawfully seized of said premises in fee simple; that said party of the first part has good right to grant, sell, convey and mortgage the same, and that said premises are free and clear of all liens and encumbrances of every kind and nature whatsoever, and that the said party of the first part will warrant and defend the same against all claims, liens, clouds and demands whatsoever.

This mortgage is delivered to said party of the second part at its home office in the City of Denver, in the State of Colorado, and is to be construed according to the laws of said State, so far as they relate to or affect the debt and validity of the first mortgage bond secured hereby.

All erasures and interlineations appearing in this mortgage were made by consent of the party of the first part before the execution hereof.

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in presence of  
Jno. H. Jones,

E. E. Shipman,

Maud Shipman:

Alice Stevens.

STATE OF OKLAHOMA,  
TULSA COUNTY

)  
) SS.

Before me, Alice Stevens a Notary Public in and for said County and State, on this 5th day of February, A. D. 1925, personally appeared E. E. Shipman and Maud Shipman, husband and wife, 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, and for the uses and purposes therein set forth.

Witness my hand and official seal in said County the day and date first above written.  
My commission expires November 24, 1928.

(Seal) Alice Stevens, Notary Public.

Filed for record in Tulsa County, Tulsa, Oklahoma on Feb. 5th, 1925 at 4:40 P. M. o'clock  
recorded in Book 499, page 563.  
By Brady Brown, Deputy.

O. G. Weaver, County Clerk.

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