

consents to and gives 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 action is brought to foreclose this mortgage they will pay all expenses of collection including a reasonable attorney's fee of Fifty and No/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 appraisalment of said real estate and all benefits of the homestead, exemption and stay laws in Oklahoma. Dated this 14th day of October, 1924.

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

E. L. Storer.

Mrs Annie Storer.

Before me, a Notary Public. in and for said County and State, on this 21st day of October, 1924, personally appeared E. L. Storer and wife, Annie Storer, to me personally 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 signature and official seal, the day and year last above written.

Emily H. Barton, Notary Public.

(Seal) My commission expires Mar. 19, 1928.

Filed for record in Tulsa County, Tulsa, Oklahoma, on Oct. 23, 1924, at 2:40 P. M. o'clock recorded in book 499, page 7.  
By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.

270320-CW.

#### SEWER CONTRACT

THIS Agreement, made and entered into this 6th day of October, 1924, by and between the CITY OF TULSA, OKLAHOMA, party of the first part, and J. W. Bozarth of Tulsa County, Oklahoma State, party of the second part; WITNESSETH:

For and in consideration of the use of and connection with the sewer system in SEWER CONTRACT NO. 9, 1924, Bond issue of said City of Tulsa, and the covenants and agreements herein contained, the said part of the second part do hereby covenant and agree with the said city of Tulsa, Oklahoma, as follows, to-wit:

That the said party of the second part is the fee owner of the following property covered by this contract, to-wit: Beginning at a point on the West line of J. W. Bozarth property said point being a distance of 828.2 feet South of the Northwest corner of Sec. 19, Township 19 North, Range 13 East, thence in a Southeasterly direction at an angle of 77° 25' with the West line of the J. W. Bozarth, property a distance of 101.6 feet to a point; thence in an Easterly direction at an angle of 19° 10' to the left a distance of 469.8 feet to a point said point being on East line of the J. W. Bozarth, property and a distance of 285.5 feet South of the Northeast corner thereof.

That the said party of the second part is hereby authorized and permitted to construct, connect with and make use of the sewer in SEWER CONTRACT No. 9, 1924 Bond Issue of the City of Tulsa, upon the said part of the second part paying the entire cost of such sewer construction, connection.

The said party of the second part further agrees that such sewer con-

COMPARED BY  
RS and SM