

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, the whole sum secured hereby shall at once and without notice become due and payable at the option of the holder hereof and shall bear interest thereafter at the rate of 10 per cent; per annum, and 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 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 a Receiver, to the appointment of which the mortgagors hereby consent, which appointment may be made either before or after the decree of foreclosure; and the holder thereof shall in no case be held to account for any rental or damage other than for rents actually received; and the appraisal of said premises is hereby expressly waived, and all the covenants and agreements herein contained shall run with the land herein conveyed.

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

WITNESSES:

Jeff Davis

G. L. Struble, J. *As* Struble .

Annie Davis

STATE OF OKLAHOMA, )  
; SS.  
COUNTY OF ROGERS. )

Before me, Geo. L. Struble, a Notary Public in and for said County and State, on this 21st, day of January, A. D. 1909, personally appeared Jeff Davis and Annie Davis, 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.

Geo. L. Struble, Notary Public.

(SEAL) My commission expires March 5th, 1912.

STATE OF OKLAHOMA, ROGERS COUNTY. ) SS.

I hereby certify that this instrument was filed for record, and properly indexed in my office on the 22, day of January, A. D., 1909, at 3.30 o'clock P. M. and is recorded in Book 45, page 78.

Witness my hand and official seal on the day and year above written.

Wm. P. Payne

Register of Deeds, Rogers County. (SEAL)

Filed for record at Tulsa Okla., Jan. 25, 1909, at 9. 50 A. M.

H. C. Walkley, Register of Deeds (SEAL)

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COMPARED

REAL ESTATE MORTGAGE.

THIS INDENTURE, Made this 25th, day of January, in the year of our Lord One Thousand Nine Hundred and Nine, by and between Mary E. Thompson and Milton Thompson, her husband, of the County of Tulsa, and State of Oklahoma, parties of the first part, and Luella F. Stewart, of Wellington, Kansas, party of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of Eight Hundred Dollars to them in hand paid, by the said party of the second part, the