

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 of the requirements herein mentioned or upon any waste upon said premises or any removal or destruction of any buildings or other improvements thereon, without the consent of the said second party, 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 7 per cent per annum, and the said party of the second part or its 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 the possession of 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 consent, which appointment may be made either before or after the decree of foreclosure, and the holder hereof shall in no case be held to account for any rental or damage other than for rents actually received; and the appraisalment 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 notes secured hereby, shall in all respects be governed and construed by the laws of the State of Oklahoma.

Dated this 10th, day of April, 1908.

Signed in the presence of: F. R. Letcher  
STATE OF OKLAHOMA, TULSA COUNTY) SS.

Before me, K. C. Miller, a Notary Public in and for said County and State, on this 10th day of April, 1908, personally appeared F. R. Letcher, to me 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 hand and official seal the day and year above written:

K. C. Miller, Notary Public.

(SEAL) My commission expires Nov. 29, 1911.

STATE OF OKLAHOMA, COUNTY OF TULSA) SS.

I hereby sell, assign, transfer and set over to Evangeline Dent, her heirs & Assigns the within mortgage. Witness my hand this 4th day of *January* 1909.

C. J. Wrightsman.

STATE OF OKLAHOMA, TULSA COUNTY. ) SS.

Before me Lester Curie, a Notary Public in and for said State and County, on this 4th, day of January, 1909, personally appeared C. J. Wrightsman, to me known to be the identical person who subscribed his name to 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.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial seal, the day and year first above written.

Lester Curie, Notary Public.

(SEAL) My commission expires June 28th, 1912.

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES. ) SS.

Know all men by these presents that I, Evangeline Dent, for and in consideration of the sum of One Dollar to me in hand paid by F. G. Rodolf, the receipt whereof is hereby confessed and acknowledged, and other valuable considerations, do hereby sell assign, set over and