

secured shall at once, and without notice, become due and payable, at the option of the holder hereof; and shall bear interest at the rate of ten per cent. per annum, and the said party of the second part, its successors or assigns, shall be entitled to a foreclosure of this mortgage, and to have the said premises sold and the proceeds thereof applied to the payment of the indebtedness hereby secured; and that immediately upon the filing of the petition in foreclosure the holder hereof shall be entitled to possession of said premises, and to each and every part thereof, and to collect and apply the rents therefrom, less the 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 damages, nor for any rental other than those actually received. The appraisalment of said premises is hereby expressly waived.

All covenants and agreements herein contained shall run with the land hereby conveyed and this mortgage and the evidences of indebtedness hereby secured in all respects be governed and construed by the laws of Oklahoma.

IN WITNESS WHEREOF: The parties of the first part have hereunto set their hands, on this the 17th, day of September A. D. 1909.

Henry Hornecker.

Charles E. Crosby

Elizabeth A. Crosby

STATE OF OKLAHOMA, )  
: SS.  
T U L S A COUNTY. )

BEFORE ME, Henry Hornecker, a Notary Public in and for said County and State, on this 18th, day of September 1909, personally appeared Charles E. Crosby and Elizabeth A. Crosby, his 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 for the uses and purposes therein set forth.

Henry Hornecker, Notary Public.

(SEAL) My commission expires August 2d, 1910.

Filed for record at Tulsa, Okla., Sep. 21, 1909, at 8.45 o'clock A. M.

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

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COMPARED

#### QUIT CLAIM DEED.

KNOW ALL MEN BY THESE PRESENTS: That E. A. Jackson, of Muskogee, Ok., in consideration of the sum of One Dollars in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey and quitclaim unto William Franklin, the following described real property and premises, situate in Tulsa County, State of Oklahoma, to-wit:

South West Quarter of the North East Quarter of Section Seventeen (17), Township Eighteen (18) North of Range Thirteen (13) East. Together with all the improvements thereon and the appurtenances thereunto belonging.

TO HAVE AND TO HOLD THE SAID DESCRIBED PREMISES unto the said grantee his heirs and assigns forever.

Signed and delivered this 21 day of September 1909.

E. A. Jackson

(SEAL)