

hereby secured when due, or any part thereof, or any interest thereon, at maturity, or any tax or assessment herein mentioned, or to comply with any requirements herein contained, that the whole sum hereby secured 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 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 appraisal 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 shall in all respects be governed and construed by the laws of Oklahoma.

In Witness whereof, the said party of the first part has hereunto set his hand on this the 21st day of February A.D. 1910.

E. Reynolds

State of Oklahoma)

Muskogee County ( s.s.

Before me H. K. Trammell, a Notary Public in and for said County and State on this 23rd day of February 1910 personally appeared E. Reynolds, a single man, 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 voluntary act and deed for the uses and purposes therein set forth.

(seal)

H.K. Trammell, Notary Public.

My commission expires August 21, 1910.

Filed for record at Tulsa, Okla. Feb. 26 1910 at 4 o'clock P.M.

H.G. Walkley, Register of Deeds (seal)

Real Estate Contract.

ARTICLES OF AGREEMENT, Made this the first day of-- day of March 1910 between H.F. Smith party of the first part, and J.P. Ezzell party of the second part.

WITNESSETH, That if the party of the second part shall first make the payments and perform the covenants hereinafter mentioned on his part to be made, the said party of the first part hereby agrees to convey to the said party of the second part, in fee simple, clear of all incumbrances whatever, by a good and sufficient warranty deed, the following described Real Estate in Tulsa County, State of Oklahoma, to-wit: