

FIFTH. Said parties of the first part hereby agree that if the maker of said notes shall fail to pay or cause to be paid any part of said money, either principal or interest, according to the tenor and effect of said note and coupons, when the same becomes due, or to conform or comply with any of the foregoing conditions, or agreements, the whole sum of money hereby secured shall, at the option of the legal holder or holders hereof, become due and payable at once without notice.

AND the said parties of the first part, for said consideration, do hereby expressly waive an appraisalment of said real estate, and all benefits of the homestead exemption and stay laws of the State of Oklahoma.

The foregoing conditions being performed, this covenant to be void; otherwise of full force and virtue.

SIXTH. In case of default of payment of any sum herein covenanted to be paid, for the period of thirty days after the same becomes due, or in default of performance of any covenant herein contained the said first parties agree -----to pay to the said second part----- and its assigns, interest at the rate of 10 per cent per annum, computed annually on said principal note, from the date thereof to the time when the money shall be actually paid. Any payments made on account of interest shall be credited in said computation so that the total amount of interest collected shall be, and not exceed, the legal rate of 10 per cent per annum.

SEVENTH. It is further agreed that on the filing of any petition to foreclose this mortgage the first part-----shall pay a reasonable attorney's fee of not less than Four Hundred Dollars, and the same to be secured by this mortgage and to be taxed as a part of the costs in said action.

IN TESTIMONY WHEREOF, The said parties of the first party have herunto subscribed their names and affixed their seal on the day and year above mentioned.

Marjean Davidson

Geo W. Davidson Jr.

State of Oklahoma Tulsa County, ss.

Before me the undersigned Notary Public in and for said County and State on this 3 day of Aug, 1922, personally appeared George W. Davidson Jr. and Marjean Davidson 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 written.

My commission expires May 14th 1924 (SEAL) Laura Stevens, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Aug 4, 1922 at 2:15 o'clock P. M.
in Book 412, page 356

By B. Delman, Deputy

(SEAL)

O. D. Lawson, County Clerk

O-----
205858 C.J.

A F F I D A V I T.

I, Rolla B. Hane, do solemnly swear that I am a resident of Tulsa County, Oklahoma, and have been a resident of said County since the year 1904. Affiant further swears that he is one and the same person as R. R. Hane grantee in a deed from David M. Hodge and wife conveying Lot One in Block 182, original plat of the town of Tulsa, Oklahoma, and he is one and the same person as Rolla B. Hane who appears as grantor in a deed conveying the North 50 Feet of said Lot One in Block 182 to Mina B. Clark.

This affiant further says that he does not now own or claim any title to or in-