

foreclosing this mortgage, whether such payment be made prior or subsequent to the exercise of option to declare the debt due and foreclose this mortgage, as herein provided.

And in case of foreclosure hereof said first parties hereby agree to pay the sum of Seventy-Five Dollars, attorneys' fees in such foreclosure suit, to be secured by this mortgage, which shall be due and payable when suit is filed, and for the consideration above hereby expressly waive the appraisalment of said real estate and all benefits of the homestead and stay laws of said state.

Dated this 28th day of July 1922.

Frank S. Haire

Marie E. Haire

STATE OF OKLAHOMA ,)
County of Tulsa) ss.

Before me the undersigned , a Notary Public, in and for said County and State on this 2nd day of August 1922 personally appeared Frank S. Haire and Marie E. Haire, 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.

WITNESS my hand and official seal.

My commission expires Jan. 12, 1926 (SEAL) Calvin A. Richardson, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, Aug. 18, 1922 at 3:30 o'clock P. M.
in Book 412, page 574

By F. Delman, Deputy

(SEAL)

O. D. Lawson, County Clerk

206898

C. J.

#606

COMPARED

MORTGAGE OF REAL ESTATE

We S. W. Hales and Mable M. Hales, husband and wife hereinafter called mortgagor, to secure the payment of Two Hundred and No/100 Dollars paid to mortgagor by mortgagee, do hereby mortgage unto Hopping & Evans mortgagee, the following described real estate, with all appurtenances, situate in Tulsa County, Oklahoma, to-wit:

Lot Four (4) Block Eleven (11) in Cherokee Heights Addition to the City of Tulsa, Oklahoma,

Mortgagor warrants the title to above premises and that there are no liens or incumbrances thereon except as stated in this instrument.

THIS MORTGAGE is executed to secure the performance of each obligation herein made by mortgagor, one of which obligations is to pay said mortgagee, his heirs or assigns, the said indebtedness above named, with interest as herein stated, to-wit: \$200.00 represented by the one promissory note of mortgagor, of even date herewith, as follows:

One note for \$200.00 Due July 1st, 1923

Each note named bears interest at the rate of 8 per cent per annum payable annually from date and ten per cent per annum after due.

Failure of mortgagor, his grantees, heirs or successors to pay the principal or any part thereof, or the interest thereon, when due, of any prior mortgage or lien on said real estate or any part thereof, shall render all money secure by this mortgage due and payable at once without notice.

In event of foreclosure of this mortgage, mortgagor agrees to pay an attorney's fee of ten dollars and ten per cent of principal and interest unpaid and this mortgage secures the same.