

to become in a dilapidated condition.

FOURTH. Upon any breach of the first, second or third special covenants of this mortgage hereinbefore enumerated, as well as for the failure to pay any part of the indebtedness hereby secured, either principal or interest, at the time the same become due, the holder of this mortgage may declare the entire sum or sums secured hereby due and payable, without notice, and shall be entitled to a foreclosure of this mortgage for the satisfaction thereof.

FIFTH. In case of default in payment of any insurance premium, taxes or assessments, the holder of this mortgage may pay and discharge the same, and all such sums so paid shall be secured by the lien of this mortgage and draw interest at the rate of ten per cent per annum, provided that such payments by the mortgagee shall not operate as a waiver of the right to foreclose the mortgage under the provisions of the fourth special covenant hereinbefore set out.

SIXTH. In the event of suit being brought to foreclose this mortgage by reason of any default entitling the holder hereof to a foreclosure, an additional sum of \$250.00 for Attorney's fee shall be recovered and shall be included in any judgment or decree of foreclosure and as a part of the indebtedness secured by this mortgage.

SEVENTH. The said first parties hereby waive notice of the election to declare the whole debt due in accordance with the terms of this mortgage and waive the benefit of appraisal of the premises in any judicial sale thereof at the election of the holder of this mortgage.

EIGHTH. Said mortgagors agree to pay any tax that may be assessed against this mortgage under the laws of the state of Oklahoma.

Dated this 14th day of July 1922.

Paul E. Mahaffey

Edith K. Mahaffey

Oliver W. H. Turney

STATE OF OKLAHOMA,)
Tulsa County.) ss.

Before me, the undersigned a notary public in and for said county and state, on this ----- day of August 1922, personally appeared Paul E. Mahaffey and Edith K. Mahaffey, his wife and Oliver W. H. Turney, a single man, ~~his wife~~, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that -----executed the same as----- 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 set forth.

My commission expires Feb. 14, 1925 (SEAL) Chas. A. Myers, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, Aug. 23, 1922 at 3:10 o'clock P. M.
in Book 412, page 633

By E. E. Dickson, Deputy

(SEAL)

O. D. Dawson, County Clerk