

abstract and all expenses and attorneys' fees incurred by second party, or its assigns, by reason of litigation with third parties to protect the lien of this mortgage shall be recoverable against said first party with penalties upon tax sales, and shall bear interest at the rate of ten per cent per annum, payable annually and be secured by this mortgage; and it is expressly understood and agreed that the payment by said second party, its successors or assigns, of insurance premiums, taxes or assessments upon said property, judgments, mechanics' liens or other statutory lien or interest on or principal of any prior mortgage on said premises shall not be construed or held to be a waiver of default as herein provided, or prevent the holder hereof from declaring the entire debt secured hereby due and payable and 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 2nd day of September 1922.

Gertrude M. Gordon

Dugald Gordon

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 September, 1922, personally appeared Gertrude M. Gordon and Dugald Gordon, her husband, 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.

(Seal)

C. C. McGilvray,

Notary Public.

My commission expires January 12th, 1926.

Filed for record in Tulsa, Tulsa County, Oklahoma. Sept. 14, 1922, at 4:15 o'clock P.M. and recorded in Book 417, Page 250.

By F. Delman, Deputy.

(Seal)

O. D. Lawson, County Clerk.

208712 C.M.J.

TREASURER'S ENDORSEMENT SECOND MORTGAGE.

COMPARED

I hereby certify that I received \$ 16 and issued Receipt No. 4833 therefor in payment of mortgage tax on the within mortgage.

Dated this 14 day of Sept 1922

WAYNE L. DICKEY, County Treasurer

Deputy

THIS MORTGAGE, Made this 11th day of September, A.D. 1922, by and between G. H. Cline and Gertrude M. Cline, his wife of Tulsa County, in the State of Oklahoma, as

the parties of the first part (hereinafter called mortgagors whether one or more), and EXCHANGE TRUST COMPANY, a corporation, of Tulsa, Oklahoma, as the party of the second part (hereinafter called mortgagee):

WITNESS, That the said mortgagors for the purpose of securing the payment of the sum of FOUR HUNDRED FORTY AND NO/100 DOLLARS, and the interest thereon, as herein set forth, do by these presents mortgage unto said mortgagee, its successors and assigns, all of the following described real estate, situated in Tulsa County, Oklahoma, to-wit: