

premises 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. Upon default entitling the holder hereof to a foreclosure and if the indebtedness secured by this mortgage shall be collected by an attorney or through proceedings in any County, State or Federal Court, an additional sum of ten per cent of the amount due shall be recovered as attorney's fees and shall be included in any judgment or decree of foreclosure as a part of the indebtedness secured by this mortgage.

SEVENTH. Parties of the first part, for said consideration, do hereby expressly waive appraisalment of said real estate and all benefits of the homestead, exemption and stay laws in Oklahoma.

Dated this Tenth day of November 1922.

Augusta Livingston

Tobias J. Livingston

STATE OF OKLAHOMA     )  
Tulsa County            ) ss.

Before me, Albert A. Hughes a Notary Public in and for said County and State, on this 10th day of November 1922, personally appeared AUGUSTA LIVINGSTON and TOBIAS J. LIVINGSTON, her husband, to me known to be the identical person 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 set forth.

My commission expires Nov. 10, 1923

(SEAL) Albert A. Hughes, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Nov 10, 1922 at 4:25 o'clock P. M.  
in Book 427, page 353

By F. Delman, Deputy

(SEAL)

O. D. Lawson, County Clerk

213847 C. J. COMPARED

A F F I D A V I T.

November 15, 1922.

The following affidavit is made for the purpose of stating that Lydia Chesley and Lydia C. Chesley are one and the same persons.

State of Oklahoma,     )  
County of Tulsa.        ) ss.

On this 15th. day of November, 1922, A. D., before me, a Notary Public personally appeared C. L. Littlepage, of lawful age, who after first being duly sworn according to law deposes and says as follows:

That he is well and intimately acquainted with Lydia Chesley, that sometimes she signs her name Lydia C. Chesley and sometimes Lydia Chesley, that she is all one and the same person, mentioned in a Warranty deed whereby Nellie A. Chesley conveyed the