

all penalties, taxes and insurance premiums, shall at the option of said mortgage or of its successors or assigns, become payable immediately, anything hereinbefore contained to the contrary notwithstanding. In the event of legal proceedings to foreclose this mortgage the indebtedness thereby secured shall bear interest from the filing of such foreclosure proceedings at the rate of ten (10) per cent per annum in lieu of the further payments of monthly instalments.

Sixth. The said mortgagors shall pay to the said mortgagee or to its successors or assigns, a reasonable attorney's fee in addition to all other legal costs, as often as any legal proceedings are taken to foreclose this mortgage for default in any of its covenants or as often as the said mortgagors or mortgagee may be made defendant in any suit affecting the title to said property, which sum shall be an additional lien on said premises.

Seventh. As further security for the indebtedness above recited the mortgagor hereby assigns the rentals of the above property mortgaged to the mortgagee and in case of default in the payment of any monthly installment the mortgagee or legal representative may collect said rents and credit the sum collected less cost of collection, upon said indebtedness, and these promises may be enforced by the appointment of a Receiver by the Court.

In witness whereof, the said mortgagors have hereunto set their hands and seal  
A.D.  
on the 16th day of September, 1922.

State of Oklahoma )  
Creek County ) ss

WITNESSES:  
J. B. Saunders, Notary Public  
Irene I. Saunders, on the within mortgage.  
Dated this 16 day of Sept 1922  
WAYNE L. DICKLY, County Treasurer

Before me, Eugene B. Smith, a Notary Public in and for said County and State on this 16th day of September, 1922, personally appeared J. B. Saunders and Irene I. Saunders, husband and 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.

In witness whereof, I have hereunto set my hand and notarial seal on the date above mentioned.

(SEAL) Eugene B. Smith, Notary Public.  
My commission expires on the 13rd day of July, 1923.  
Filed for record in Tulsa County, Okla. on Sept. 16, 1922, at 11:20 A.M. and duly recorded in book 428 - page 165. By F. Delmon, Deputy.

(SEAL) O. D. Lawson, County Clerk.

208894 - BH COMPARED

#### MORTGAGE

For the consideration of Two hundred twenty five dollars Goldie E. Marcus and James J. Marcus, her husband, of Tulsa County, State of Oklahoma, first parties do hereby mortgage and convey to Sun Brothers Company, a corporation, of Oklahoma City, Oklahoma, second party, its successors and assigns, the following real estate, situated in Tulsa County, State of Oklahoma, described as follows: to-wit-

The west 40 feet of lots one and two and the east 10 feet of the vacated alley adjoining said lots, in Block five, of Creutz addition to the city of Tulsa, according to the recorded plat thereof, Subject to a prior mortgage of \$4500.00 to Sun Brothers Company.

together with all rents and profits therefrom and all improvements and appurtenances