

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 of sums secured hereby due and payable, without ~~choice~~ ^{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 percent 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 \$30.00 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 party 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 appraisement of the premises in any judicial sale thereof at the election of the holder of this mortgage.

Eighth. Said mortgagor agree to pay any tax that may be assessed against this mortgage under the laws of the State of Oklahoma.

Dated this 29th day of Sept. 1922.

Charles C. Jackson
Anna L. Jackson.

State of Oklahoma)
Tulsa County) ss

Before me, W. A. Setser, a Notary Public in and for said County and State, on this 29 day of Sept. 1922 personally appeared Charles C. Jackson and Anna L. Jackson 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, the day and year above set forth.

(SEAL) W. A. Setser, Notary Public.

My commission expires Feb. 6th, 1926.

Filed for record in Tulsa County, Okla. at 10:45 A.M. on Oct. 2, 1922, and duly recorded in book 428 - page 299. By F. Delman, Deputy. (SEAL) O. L. Lawson, County Clerk and is hereby acknowledged in payment of mortgage.

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2 day

1922

WAYNE L. DICKEY, County Treasurer

MORTGAGE OF REAL ESTATE.

We, Nathaniel V. Yargee, hereinafter called mortgagor, to secure the payment of Six hundred twelve and no/100 dollars paid to mortgagor by mortgage, do hereby mortgage unto T. D. Evans the following described real estate, with all appurtenances situate in Tulsa County, Oklahoma, to-wit:

My undivided one-half interest in and to The southwest quarter and the east half of the Northwest quarter of section 28, township north 19 North, range 12 east, containing 240 acres.

Mortgagor warrants and title to the 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 to said mortgagee, his heirs or assigns