

the mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest therein at the rate of ten per cent per annum, until paid, and this mortgage shall stand as security for all such payments; and if said sums or any part thereof is not paid when due, or if such insurance is not effected and maintained or any taxes or assessments are not paid before delinquent, the holder of said notes and this mortgage may elect to declare the whole sum or sums and interest thereon due and payable at once and proceed to collect said debt including attorney's fees, and to foreclose this mortgage, and shall become entitled to possession of said premises.

Said first parties waive notice of election to declare the whole debt due as above and also the benefit of stay, valuation or appraisal laws.

IN WITNESS WHEREOF, said parties of the first part have hereunto set their hands this 6th day of September, 1922.

State of Oklahoma }
County of Tulsa }
I hereby certify that I received \$250 and issued
therefor in payment of mortgage
tax on the within mortgage.
Dated this 6 day of Sept. 1922
WAYNE L. DICKER, County Treasurer
Deputy

G. Z. Jenkins
Rose Jenkins.

Before me, a Notary Public, in and for the above named county and state on this 6th day of September, 1922, personally appeared G. Z. Jenkins and Rose Jenkins his wife, to me personally 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 signature and official seal the day and year last above written.

(SEAL) Iva Latta, Notary Public.

My commission expires March 31, 1926.

Filed for record in Tulsa County, on Sept. 8th 1922, at 12:00 A.M.
Duly recorded in book 428, page 41.
By F. Delman, Deputy. (SEAL) O. D. Lawson, County Clerk.

208249 - BH

COMPARED

AFFIDAVIT

State of Oklahoma }
Tulsa County }
SS

I, E. F. Snell, of lawful age, being first duly sworn, depose and say: That on or about the ____ day of Oct. 1920 I received from J. W. Wear, a quit claim deed conveying to me all of his right, title and interest in and to the following described property now situated in Tulsa County, Oklahoma, to-wit:

Lot six (6) in Block one (1) in Middleton's addition to the town of Collinsville, Oklahoma, according to the recorded plat thereof.

That subsequent to the delivery to me of said deed, I executed a Warranty deed to said property, leaving blank the name of the second party. That both of the above mentioned deeds were placed in escrow in First National Bank of Collinsville, Okla. pending the consummation of a sale of said property and the payment of the purchase price therefor.

That no sale was ever consummated, but the deeds above mentioned have been lost, misplaced or stolen and cannot be found.

This affidavit is made for the purpose of giving notice to the public that this affiant is the sole owner of said property and that the deed executed by me as aforesaid is of no force or effect, the consideration never having been paid nor the deed delivered.

E. F. Snell.