

not less than four thousand dollars (\$4,000.00) less, if any, to be payable to the said M. Louis Mitchell, as her interest may appear, and that, if they shall fail to pay such taxes and assessments, or to secure such insurance, the said M. Louis Mitchell may pay such taxes and assessments, and procure such insurance, and that the sum so advanced by her, with interest at the rate of ten per centum (10%) per annum from the date of such payments, shall be repaid by us, and this mortgage shall stand as security for the payment of the same, and that a failure to pay any of said money, either principal or interest, within the same term, due, or a failure to comply with any of the foregoing agreements shall, at the option of the legal holder of the above described note, cause the whole sum of money herein secured to become due and collectable at once.

The said J. C. Perceal and Ella L. Perceal, his wife, hereby waive, notice of election to declare the whole debt due as above stated, and also waive the benefit of all stay, exemption and appraisement laws of the State of Oklahoma. In witness whereof ~~at~~ we have subscribed our names on this 22nd day of January 1909.

J. C. Perceal,
Ella L. Perceal.

Acknowledgment

State of Oklahoma }
Tulsa County } Before me, the undersigned a Notary Public in and for said County and State, on this 22nd day of January 1909, personally appeared J. C. Perceal and Ella L. Perceal, his wife, to me known to be the identical persons who executed the within and foregoing instrument, and they each severally acknowledged to me that they executed the same as their free and voluntary act and deed for the use and purpose therein set forth. In witness whereof I have hereunto set my hand and seal as such Notary Public on the day and year last above written.

Seal J. J. Miller

My commission expires Nov. 26, 1911. Notary Public.

Filed for record Jan. 22, 1909 at 4 P.M.
Seal H. B. Walker, Dep. of Recd.