

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 fee, 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 appraisement laws.

IN WITNESS WHEREOF, said parties of the first part have hereunto set their hands this 9th day of November, 1922.

Harry J. Whitaker

Hope J. Whitaker

State of Oklahoma }
County of Tulsa } ss.

Before me, a Notary Public in and for the above named County and State, on this 9th day of November 1922, personally appeared Harry J. Whitaker and Hope J. Whitaker, 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, Tulsa County, Okla. Nov. 15, 1922 at 1:20 o'clock P. M.
and recorded in book 430 at page 203.

By F. Delman, Deputy

(SEAL) O. D. Lawson, County Clerk

COMPARED

213800 m b h

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That R. L. Martin and Maver Martin, his wife, of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Southwestern Mortgage Company, Roff, Okla., party of the second part, the following described real estate and premises situated inCounty, State of Oklahoma, to-wit:

Lot Six (6), Block Five (5), Oak Grove Addition to the City of Tulsa, Oklahoma, with all improvements thereon and appurtenances thereto belonging, and warranty thereon to the same.

This mortgage is given to secure the principal sum of Five Hundred Dollars and interest thereon at the rate of ten per cent per annum payable annually from date according to the terms of One (1) certain promissory note described as follows, to-wit: One note of \$500.00 dated November 13th, 1922, and due in one month.

Said first parties agree to insure the buildings on said premises for their reasonable value for the benefit of the mortgagee and maintain such insurance during the existence of the mortgage. Said first parties agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first parties further expressly agree that in case of foreclosure of this mortgage, and as often as any proceeding shall be taken to foreclose same as herein provided, the mortgagor will pay to the said mortgagee.....Dollars as attorney's or solicitor's fees therefor, in addition to all other statutory fees; said fee to be due and payable upon the filing of the petition for foreclosure and the same shall be a further charge and lien upon said premises described in this mortgage, and the amount thereon shall be recovered in said foreclosure suit and included in any judgment or decree rendered in action as aforesaid, and collected, and the lien thereof enforced

RECORDED
INDEXED
FILED
TULSA COUNTY, OKLA.
NOV 15 1922
O. D. LAWSON, COUNTY CLERK