

the time the same become due, the holder of this mortgage may declare the entire sum or sums secured hereby due and payable, without 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 per cent 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 \$250.00 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 parties 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 appraisal of the premises in any judicial sale thereof at the election of the holder of this mortgage.

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

Dated this 28th day of October 1922.

Michael Sauber

Marie Sauber

State of Oklahoma, )  
Tulsa County. ) ss

Before me, the undersigned a Notary Public in and for said County and State, on this 28th day of October, 1922, personally appeared Michael Sauber and Marie Sauber 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) L. Ed Chase, Notary Public

My commission expires 3-17-26

Filed for record in Tulsa, Tulsa County, Oklahoma October 30th, 1922 at 3:30 o'clock P. M. and recorded in book 430 at page 27.

By F. Delman, Deputy (SEAL) C. D. Lawson, County Clerk

212592 m b h

COMPARED

IN RE TITLE TO LOT 16 IN BLOCK TWO IN FACTORY  
ADDITION TO THE CITY OF TULSA TULSA COUNTY OKLAHOMA

State of Oklahoma )  
County of Tulsa ) ss

Wm H. Elgin of lawful age being first duly sworn on his oath says; that he is now and has been continuously for more than ten years last past, well acquainted with B. F. McGardle who sold and conveyed to Alfred Peterson, on the 19th of December 1917 the following described premises, to-wit: To

Lot Sixteen (16) in Block Two (2) in the Factory

Addition to the City of Tulsa, Tulsa County Oklahoma

and that at said date said B. F. McGardle was a single man; and that said premises so conveyed was vacant unimproved and no part of said McGardle's Homestead. Further