

pr special, lawfully levied or assessed on said premises, before the same become delinquent.

Third. That the said first parties will keep and maintain all improvements on the premises in good condition, commit or suffer no waste thereon, and not allow said premises to become in a dilapidated condition.

Fourth. Upon any breach of the first, second or third special 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 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 mortgagor 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 thereof to a foreclosure, an additional sum of \$20.00 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 the 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 3rd day of November, 1922.

Rachell Morgan,
Hohn H. Morgan,

State of Oklahoma)
Tulsa County) SS

Before me, Minnie Hugo, a notary public in and for said county and State, on this 3rd day of November, 1922, personally appeared Rachell Morgan and John H. Morgan, her husband, 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 set forth.

Witness my hand and official seal, the day and year above set forth,

My commission expires Sept. 2nd, 1925.

(SEAL) Minnie Hugo, Notary Public.

Filed for record in Tulsa County, Okla. on Nov. 6, 1922, at 6, 1922, at 11:20 A.M.

and duly recorded in Book 431, page 66, By F. Delman, Deputy. (SEAL) CLERK.

213102 - BH

DEED OF TRUST.

This deed, made and entered into this 4th day of October, 1922, by and between Avenel Heater and Roy E. Heater, her husband, of Tulsa, Oklahoma, hereinafter referred to as the first party, and C. I. Larsen, of Pine Bluff, Arkansas, hereinafter referred to as the second party, and Shurl E. Byrd and Odessa V. Byrd, his wife of Pine Bluff, Arkansas, hereinafter referred to as the Third party.

TREASURER'S ENDORSEMENT
I hereby certify that I received \$ 12.00 therefor in payment of mortgage tax on the within mortgage.
Receipt No. 918
Dated this 6 day of Nov 1922
WAYNE L. DICKEY, County Treasurer
Deputy

COMPARED