

thereon at the rate of ten (10) per cent per annum until paid, and this mortgage shall stand as security for all such payments and sums; and if said sum or sums of money or any part thereof, or any interest thereon is not paid when the same becomes due and payable, or if such insurance is not effected and maintained and the certificates or policies delivered to said second party, its successors or assigns, or if any taxes or assessments are not paid before the same shall become delinquent, the holder of said notes and this mortgage may, without notice to first parties elect to declare the whole sum or sums and interest thereon and attorney's fees therein provided for due and payable at once and proceed to collect said debt, interest and attorney's fees set out and mentioned in said note according to the terms and tenor thereof and also all sums paid for insurance and taxes and legal assessments and interest thereon, and also to foreclose this mortgage, whereupon the said second party, its successors and assigns, shall become and be entitled to the possession of said premises, and shall be entitled to the rents and profits thereof, and shall be entitled to the appointment of a receiver for the collection of said rents and profits.

And it is further expressly agreed, that as often as any proceeding is taken to foreclose this mortgage, said first parties shall pay to said second party, its successors or assigns, a sum equal to ten dollars and ten per cent additional of the total amount due on said mortgage and on said note, as attorney's fees for such foreclosure, in addition to other legal costs, and that such attorney's fees shall be a lien upon the premises hereinabove described, and a part of the debt secured by this mortgage.

In witness whereof, the parties of the first part have hereunto set their hands the day and year first above written.

May Wagner Kendrick,
Clark Kendrick.

State of Oklahoma }
Tulsa County } SS

Before me, the undersigned, a Notary Public, in and for said County and State on this 23rd day of January, 1923, personally appeared May Wagner Kendrick and Clark Kendrick, 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 therein set forth.

My commission expires Mar. 25, 1923. (SEAL) Mrs. V. L. Rogers, Notary Public.

Filed for record in Tulsa County, Okla. on Jan. 29, 1923, at 1:20 P.M. and duly recorded in book 432, page 463, By Brady Brown, Deputy.

(SEAL) O.G. Weaver, County Clerk.

220358 - BH

COMPARED

FIRST MORTGAGE.

THE GEORGIA STATE SAVINGS ASSOCIATION, of SAVANNAH.

State of Oklahoma }
County of Tulsa } SS

This indenture, made the 23th day of January, A.D. 1923, between F. E. Morse and Ruth Morse, (husband and wife) of Tulsa, of the County and State aforesaid, as parties of the first part, and The Georgia State Savings Association of Savannah, a corporation duly chartered under the laws of the State of Georgia, and having its principal office and place of business in the City of Savannah, Chatham County, Georgia, as party of the second part.

Witnesseth, that the said parties of the first part have mortgaged and hereby mortgage to the said second part its successors, and assigns, the following described real estate and premises, situate in the county of Tulsa, State of Oklahoma, to-wit:

----- TREASURER'S ENDORSEMENT

I hereby certify that I received \$210 and issued Receipt No. 7483 therefor in payment of mortgage tax on the within mortgage.

Dated this 29th day of Jan 1923

WAYNE L. BICKEY, County Treasurer

Deputy