

and assessments which are or may be levied and assessed lawfully against said premises, or any part thereof, are not paid before delinquent, then the mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of ten per cent per annum, until paid, and this mortgage shall stand as security for all such payments; and if said sums of money or any part thereof is not paid when due, or if such insurance is not effected and maintained or any taxes or assessments are not paid before delinquent, the holder of said notes and this 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 fees, and to foreclose this mortgage, and shall become entitled to possession of said premises.

Said first party waives 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 party of the first part has hereunto set his hand this 21st day of December, 1922.

L. W. Kubitschek/

State of Oklahoma)
County of Tulsa) SS

Before me, a Notary Public, in and for the above named County and State, on this 21st day of December, 1922, personally appeared L. W. Kubitschek to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his 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.

My commission expires March 31, 1926.

(SEAL) Iva Latta, Notary Public.

Filed for record in Tulsa County, Okla., on Dec. 29, 1922, at 1:45 P.M. and duly recorded in book 432, page 84, By R. Delman, Deputy, (SEAL) O.D. Lawson, County Clerk.

217773 - BH

COMPARED

REAL ESTATE MORTGAGE.

Know all men by these presents: That Thos B. Drake and Jennie Drake, 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 in Tulsa County, State of Oklahoma, to-wit:

Lots 50, 51 and 52, Block three, (3) Orchard

addition to the City of Tulsa,

with all improvements thereon and appurtenance thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of four hundred dollars, with interest thereon at the rate of ten per cent per annum, payable monthly from date, according to the terms of eight (8) certain promissory notes described as follows, to-wit: Eight notes of \$50.00 each, all dated December 23rd, 1922, one due on January 23rd, 1923, and one due on the 23rd day of each month thereafter until all are paid.

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 this 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 fifty dollars as attorney's or

TREASURER'S ENDORSEMENT
 I hereby certify that I received \$800.00 and issued
 Receipt No. 2022 therefor in payment of mortgage
 tax on the within mortgage.
 Dated this 29th day of Dec. 1922.
 WAYNE L. DICKEY, County Treasurer