

that in case of a foreclosure hereof and as often as any foreclosure suit may be filed, the holder hereof shall recover from the first party an attorney fee of \$25.00 and ten per cent upon the amount due, or such different sum as may be provided for by said notes, which shall be due upon the filing of the petition in foreclosure and which is secured hereby, together with expense of examination of title in preparation for foreclosure. Any expense incurred in litigation or otherwise, including attorney fees and abstract of title to said premises, incurred by reason of this mortgage or to protect its liens, shall be repaid by the mortgagor to the mortgagee or assigns, with interest thereon at ten per cent per annum, and this mortgage shall stand as security therefor.

AND IT IS FURTHER AGREED that upon a breach of the warranty herein or upon a failure to pay when due any sum, interest or principal, secured hereby, or any tax or assessment herein mentioned, or to comply with any requirements herein or upon any waste upon said premises, or any removal or destruction of any building or other improvements thereon, without the consent of the said second party, the whole sum secured hereby shall at once and without notice become due and payable at the option of the holder thereof and shall bear interest thereafter at the rate of ten per cent per annum, and the said party of the second part or its assigns shall be entitled to a foreclosure of this mortgage and to have the said premises sold and the proceeds applied to the payment of the sums secured hereby; and that immediately upon the filing of the petition in foreclosure the holder hereof shall be entitled to the possession of the said premises, and to collect and apply the rents thereof, less reasonable expenditures, to the payment of said indebtedness, and for this purpose the holder hereof shall be entitled to a receiver, to the appointment of which the mortgagors hereby consent, and the holder hereof shall in no case be held to account for any rental or damage other than for rents actually received; and the appraisalment of said premises is hereby expressly waived or not at the option of the holder of this mortgage.

In construing this mortgage the words "first party" and "second party" wherever used and shall be held to mean the persons named in the preamble as parties hereto.

Dated this 13 day of Dec. 1923.

W. C. Timbrook

Clara Timbrook

STATE OF OKLAHOMA. }  
Tulsa County. } ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 17<sup>th</sup> day of Jan. 1923, personally appeared W. C. and Clara Timbrook 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 last above written.

(Seal)

E. F. Dixon, Notary Public.

My commission expires July 1, 1926.

Filed for record in Tulsa, Tulsa County, Oklahoma, Feb. 8, 1923, at 11:00 o'clock A.M. and recorded in Book 435, Page 138.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

221261 C.M.J.  
TREASURER'S LINDEN REAL ESTATE MORTGAGE.

(COMPARED)

I hereby certify that I received \$27 and have  
for No. 7656 tender in payment of mortgage  
for the within and foregoing instrument.  
Witness my hand and official seal this 8 day of Feb. 1923.  
WILLIAM L. DIXON, County Treasurer

KNOW ALL MEN BY THESE PRESENTS: That Andrew  
Bettis and Minnie Bettis husband and wife,  
of Tulsa County, Oklahoma, parties of the first