

COMPARED

and maintain such insurance and pay such taxes and assessments, then these presents shall be wholly discharged and void; otherwise shall remain and be in full force and effect. If such insurance is not affected and maintained or if any and all taxes and assessments which are or may be levied and assessed lawfully against said premises, or any part thereof, are not paid before the same become delinquent, then the mortgage herein their heirs or assigns may effect such insurance and pay such taxes and assessments ^{and be} /shall/allowed interest 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 is not paid when the same become 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 be 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 attorneys fees therein provided for due and payable and proceed to collect said debt, interest and attorney's fees set out and mentioned in said notes, 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 and assigns, a sum equal to Ten Dollars and Ten Per Cent additional of the total amount due on said mortgage and on said notes, as attorney's fees for such foreclosure, in addition to other legal costs, and that such attorney's fee shall be a lien upon the premises hereinabove described, and a party 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.

H. J. Hartranft

Grace H. Hartranft

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me Joe W. McKee a Notary Public in and for said County and State, on this 26th day of March, 1923, personally appeared H. J. Hartranft and Grace H. Hartranft, 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.

My commission expires Feb. 6th, 1926 (SEAL) Joe W. McKee-Notary Public

Filed for record at Tulsa, Tulsa County, Oklahoma, -March April 2, 1923 at 4:20 o'clock P.M. and recorded in Book 441 Page 120

By Brady Brown - Deputy

(SEAL)

O. C. Weaver - County Clerk,

225394-ACM

AFFIDAVIT

COMPARED

STATE OF OKLAHOMA,
ss.
COUNTY OF TULSA

George H. Johnson, of lawful age being first duly sworn on his oath says: that he is a citizen of Oklahoma and that his post office address is Tulsa, Oklahoma; that he has resided in the city of Tulsa, Oklahoma for more than five years last passed.

Affiant further says that under date of March 31st, 1908 W. Lyle Dickey and May W. Dickey, his wife, conveyed by warranty deed to this affiant Lots eight (8) and Nine (9) in