

quire the collection of the same and payment made of the proceeds as last above mentioned.

FIFTH. Said party of the first part hereby agrees that if the maker of said notes shall fail to pay or cause to be paid any part of said money, either principal or interest, according to the tenor and effect of said note and coupons, when the same becomes due, or to conform or comply with any of the foregoing conditions, or agreements, the whole sum of money hereby secured shall, at the option of the legal holder or holders hereof become due and payable at once without notice.

COMPARED

AND the said party of the first part, for said consideration, does hereby expressly waive ~~any and all~~ or not, at option of mortgagee an appraisal of said real estate, and all benefits of the homestead exemption and stay laws of the State of Oklahoma.

The foregoing conditions being performed, this covenant to be void; otherwise of full force and virtue/

SIXTH. In case of default of payment of any sum herein covenanted to be paid, for the period of thirty days after the same becomes due, or in default of performance of any covenant herein contained, the said first party agrees to pay to the said second party and his assigns, interest at the rate of ten per cent per annum, computed ^{annually} on said principal note, from the date thereof to the time when the money shall be actually paid. Any payment made on account of interest shall be credited in said computation so that the total amount of interest collected shall be, and not exceed, the legal rate of 10 per cent per annum.

SEVENTH. It is further agreed that on the filing of any petition to foreclose this mortgage the first party shall pay a reasonable attorney's fee of not less than Eight Hundred Dollars, and the same to be secured by this mortgage and to be taxed as a part of the costs in said action.

IN TESTIMONY WHEREOF, The said party of the first part has hereunto subscribed his name and affixed his seal on the day and year above mentioned.

Executed and delivered in the presence of:

H. W. Sanderson

State of Oklahoma, Muskogee County, ss.

Before me the undersigned Notary Public in and for said County and State on this 7th day of May, 1923, personally appeared H. W. SANDERSON, a single man, to me 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 hand and official seal the day and year above written.

My commission expires July 1, 1926 (SEAL) Ruth Hubbard-Notary Public

Filed for record at Tulsa, Tulsa County, Oklahoma, May 10, 1923 at 4:40 o'clock P.M. and recorded in Book 441 Page 566

By Brady Brown - Deputy (SEAL) O. G. Weaver - County Clerk.

230291-ACM

COMPARED

STATE OF OKLAHOMA
IMPROVED FARM MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That James Swan and S. E. Swan husband and wife, of Tulsa, in the State of Oklahoma, parties of the first part, have mortgaged and hereby mortgage to the Commissioners of the Land Office of the State of Oklahoma, parties of the second part, the following described real estate and premises, in Tulsa County, State of Oklahoma, to-wit:

The South East Quarter (SE $\frac{1}{4}$) of the South West Quarter (SW $\frac{1}{4}$)

TREASURER'S ENDORSEMENT

I hereby certify that I received \$_____ and issued Receipt No. _____ therefor in payment of mortgage tax on the within mortgage.
Dated this _____ day of _____ 1923
WAYNE L. DICKEY, County Treasurer

Recd