

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 and 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 fee 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.

H. B. Johnson

Opal P. Johnson

State of Oklahoma Tulsa County, ss.

Before me C. T. Scott a Notary Public in and for said county and state on this 5th day of March, 1923 personally appeared H. B. Johnson and Opal P. Johnson, 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 use and purposes therein set forth.

My commission expires Dec. 22, 1924

(SEAL)

C. T. Scott, Notary public

Filed for record in Tulsa County, Tulsa Oklahoma, March 29, 1923 at 2:00 o'clock P. M. in Book 442, page 547

By Brady Brown, deputy

(SEAL)

O. C. Weaver, county clerk

226045 C. J.

SECOND REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. Frank Rhodes and August A. B. Rhodes, his wife of Tulsa County Oklahoma, parties of the first part, have mortgaged and hereby mortgaged to David Davison party of the second

part, the following described real estate and premises situated in Tulsa county, state of Oklahoma, to-wit: East Fifty feet of Lots 4-5 & 6 Block 18 Orcutt Add to the City of Tulsa According to the amended plat thereof, with all improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of Three thousand (\$3000.00) DOLLARS, with interest thereon at the rate of 8 per cent per annum, payable at maturity and annually from date according to the terms of thirty certain promissory notes described as follows, to-wit:

One note dated 3/30 1923, due 5/30 for \$100 ; One note dated 3/30 1923, due 11/30 1925, for \$100 )

One note dated 3/30 due 7/30 1923, for \$100 ; One note dated 3/30 1923, due 1/30 1926 for \$100

One note dated 3/30 1923, due 9/30 1923, for \$100; One note dated 3/30, 1923, due 3/30 1926 for \$100

One note dated 3/30 1923, due 11/30 1923, for \$100; One note dated 3/30 1923 due 5/30 1926, for \$100

One note dated 3/30 1923 due 1/30 1924, for \$100; One note dated 3/30 1923, due 7/30 1926, for \$100

One note dated 3/30 1923, due 3/30 1924, for \$100; One note dated 3/30 1923 due 9/30 1926 for \$100

One note dated 3/30 1923 due 5/30 1924 for \$100; One note dated 3/30 1923 due 11/30 1926 for \$100

8534  
March 29 1923  
WAYNE L. DICKEY, County Treasurer  
Deputy