

COMPARISON

442

Non-compliance with any of the agreements made herein by the mortgagors shall cause the whole debt secured hereby to mature at the option of the holder hereof, and no demand for the fulfillment of broken obligations or conditions, and no notice of election to consider the debt due shall be necessary before instituting suit to collect the same and foreclose this mortgage, the institution of such suit being all the notice required.

FIFTH. Grantors agree that in case default occurs upon this mortgage indebtedness or any part thereof, and suit is instituted to collect the same the sum of \$10.00 & 10% as a reasonable attorneys fee in addition to all other legal costs, as often as any legal proceedings are taken, to foreclose this mortgage for default in any of its covenants, or as often as the said mortgagors or mortgagees may be made defendant in any suit affecting the title to said property which sum shall be and additional lien on said premises, and shall become due upon the filing of petition or cross petition or foreclosure.

SIXTH. Mortgagor further agrees that in the event action is brought to foreclose this mortgage for the purpose of collecting said indebtedness secured hereby, a receiver may be appointed by the court to take charge of the premises herein mortgaged, during the pendency of such action.

IN WITNESS WHEREOF, the said mortgagor has hereunto set its hand on the 7th day of April, A. D. 1923.

ATTEST:

J. E. Paymal
Secretary

(CORPORATE SEAL)

FIDELITY INVESTMENT COMPANY
By C. E. Lahman
President

State of Oklahoma, }
County of Tulsa } ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 7th day of April, 1923, personally appeared C. E. Lahman, to me known to be the identical person who subscribed the name of the maker thereof to the within and foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

My commission expires January 16th, 1927 (SEAL) Baulah McAllister, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, April 9, 1923 at 4:00 o'clock P.M.
in Book 442, page 677

By Brady Brown, Deputy (SEAL) O. G. Weaver, county clerk

227086 C.J.

SECOND MORTGAGE

COMPARED

THIS MORTGAGE, Made this 20th day of March, A.D.

1923, by and between J. F. Pautler and Mary Pautler, his wife of Tulsa County, in the State of Oklahoma, as the parties of the first part (hereinafter called mortgagors whether one or more), and EXCHANGE TRUST

COMPANY, a corporation, of Tulsa, Oklahoma, as the party of the second part (hereinafter called mortgagee):

WITNESS, That the said mortgagors for the purpose of securing the payment of the sum of FOUR HUNDRED AND NO/100 DOLLARS, and the interest thereon, as herein set forth, do by these presents mortgage unto said mortgagee, its successors and assigns, all of the following described real estate, situated in Tulsa County, Oklahoma, to-wit:

Lots Two (2) and Three (3) and southeast quarter (SE $\frac{1}{4}$) of Northwest quarter (NW $\frac{1}{4}$) and Northwest quarter (NW $\frac{1}{4}$) of Southwest quarter (SW $\frac{1}{4}$) of Northeast