

paid before the same shall be delinquent, the holder of said notes and this mortgage may, without notice to first party, elect to declare the whole sum or sums and interest thereon and attorney's fees therein provided for due and payable at once and proceed to collect said debt, interest and attorney's fee 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 part 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 fee 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 party of the first part has hereunto set his hand the day and year first above written. Ben Landa

State of Oklahoma, Tulsa County, ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 27th day of Febry, 1923 personally appeared Ben Landa 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.

My commission expires November 6th 1923. (SEAL) O. A. Sunderwirth-Notary Public  
Filed for record at Tulsa, Tulsa County, Oklahoma Feb. 27, 1923 at 1:20 o'clock P. M.  
and was recorded in Book 444 Page 162.

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

----- COMPARED -----

222920-AGM

WARRANTY DEED.

THE STATE OF OKLAHOMA

County of Tulsa

KNOW ALL MEN BY THESE PRESENTS:

That I, John J. Harden, of the county of Tulsa, State of Oklahoma, for and in consideration of the sum of One Hundred and no/100 (\$100.00) DOLLARS, to me in hand paid by Joe Smith, the receipt of which is hereby fully acknowledged.

HAVE GRANTED, SOLD AND CONVEYED and by these presents do GRANT, SELL AND CONVEY unto the said Joe Smith of the County of Tulsa, State of Oklahoma, all that certain piece parcel or tract of land lying and being situated in Tulsa County, Oklahoma, and being Lot #141 in Greenland Section, containing 200 square feet, be the same more or less out of ROSE HILL BURIAL PARK as more fully appears from map of said Burial Park, hereby referred to and made a part hereof,

It is expressly agreed and understood that this conveyance is made subject to the provisions and restrictions specified in the Rules and Regulations of said Burial Park at the present time, and which are made a part of this conveyance, or which said Burial Park may hereafter make in conformity with the laws of the State of Oklahoma.

The said Grantor hereby covenants and agrees with the said grantee to set aside ten per cent of the consideration of this deed forever, in trust, and said Grantor shall forever hereafter from the income of said sum, and from the income of other funds created from a definite part of the proceeds of lot sales, from time to time, apply the income