

manner as the principal debt hereby secured.

Now, if the said parties shall pay or cause to be paid to said second party its heirs or assigns, said sums of money in the above described notes mentioned, together with the interest thereon according to the terms and tenor of said notes, and shall make and maintain such insurance and pay such taxes and assessments then these presents shall be wholly discharged and void, otherwise shall remain in full force and effect. If said insurance is not effected 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 delinquent, then the mortgagor may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon, at the rate of ten per cent per annum, until paid, and this mortgage shall stand as security for all such payments, and if said sums of money or any part thereof is not paid when due, or if such insurance is not effected and maintained or any taxes or assessments are not paid before delinquent, the holder of said note and this mortgage may elect to declare the whole sum or sums and interest thereon due and payable at once and proceed to collect said debt including attorney's fees, and to foreclose this mortgage, and shall become entitled to possession of said premises.

Said first parties waive notice election to declare the whole debt due as above and also the benefit of stay, valuation or appraisal laws.

In witness whereof, said parties of the first part have hereunto set their hands this 15th day of March, 1923.

Ruth I. Agard,
R. H. Agard.

State of Oklahoma)
County of Tulsa) SS
Before me, a Notary Public, in and for the above named County and State, on this 16th day of March, 1923, personally appeared Ruth I. Agard and R. H. Agard, her husband, to me personally 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.

Witness my signature and official seal, the day and year last above written.

(SEAL) Iva Latta, Notary Public.

My commission expires March 31, 1925.

Filed for record in Tulsa County, Okla, on March 23, 1923, at 3:45 P.M. and duly recorded in book 445, page 324, By Brady Brown, Deputy.

(SEAL) O.G Weaver, County Clerk.

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MORTGAGE.

For the consideration of five hundred dollars Shackelton Building and Investment Company, a corporation of Tulsa County, State of Oklahoma, first party does hereby mortgage and convey to Gum Brothers Company, a corporation, of Oklahoma City, Oklahoma, second party, its successors and assigns, the following real estate, situated in Tulsa, County, State of Oklahoma, described as follows, to-wit:

Lots forty one and forty two, in block five in Orchard addition to the City of Tulsa, according to the recorded plat thereof.

Subject to a prior mortgage of \$10,000.00 to Gum Brothers Company.

Together with all rents and profits therefrom and all improvements and appurte-

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L. H. L. County Treasurer
A. J. Deputy