

COMPARED

assigns, may pay said interest, or said taxes, and the amount so paid shall bear interest at the rate of ten per cent per annum from the date of payment, and said sum or sums so paid shall be immediately due and payable, and shall be an additional lien upon said real estate, and be secured by this mortgage and may be collected in the same manner as the principal debt hereby secured.

Now, if said installment note be paid when due, according to the terms thereof, and said agreements be faithfully performed as aforesaid, then these presents shall be void; but if default be made in the payment of said installment note, or any part thereof, when due, or upon failure to pay interest when due on the note secured by the first mortgage as aforesaid according to the terms thereof, or upon failure to pay taxes levied on said real estate before the same shall become delinquent, then the whole amount of said installment note with interest thereon, shall, at the option of the holder of said note, become immediately due and payable without notice, and it shall then be lawful for said Waddell Investment Company, its successors and assigns, to sell said premises as provided by law, appraisement waived, and apply the proceeds thereof to the payment of said debt interest advancements as herein provided, costs and charges, including attorney's fees for foreclosure, and the surplus, if any, paid to said parties of the first part, or their legal representatives.

It is further agreed between the parties hereto for themselves, their heirs, successors and assigns, that if suit is brought to foreclose this mortgage or if the note hereby secured shall be placed in the hands of an attorney for collection, an amount equal to 10% of the amount secured hereby, but in no case less than \$50.00, shall be deemed a reasonable attorney's fee, to be collected as a part of the debt.

The property herein described being located in the State of Oklahoma, this mortgage and the rights and indebtedness hereby secured shall, without regard to the place of contract or of payment, be construed and enforced according to the laws of said State.

Witness our hands this First day of January, 1923.

C.W. Stater,

Ella L. Stater.

STATE OF OKLAHOMA.)
OKLAHOMA COUNTY) SS

ON THIS 1st, day of February, A. D. 1923, before me, a Notary Public, in and for said County and State, personally appeared C.W. Stater, and Ella L. Stater, his wife, personally to me known to be the identical persons described in and who executed the within and foregoing instrument as grantors 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.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal at Oklahoma City, ^{Okla.} on the day and date last above written.

(SEAL) Andrew R. Parks, Notary
Public.

My commission expires Sept. 23, 1926.

Filed for record in Tulsa, Tulsa County, Oklahoma, March 8th, 1923, at, 3:45 P. M.
and recorded in Book 446, Page 157.

By Brady Brown, Deputy.

(SEAL) O. G. Weaver, County Clerk.

223897-GB

OKLAHOMA FIRST MORTGAGE

COMPARED

KNOW ALL MEN BY THESE PRESENTS :