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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 note of 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 10th day of March, 1924.

W. T. Younger,
Mollie Younger.

State of Oklahoma)
County of Tulsa) SS:

Before me, a Notary Public, in and for the above named County and State on this 10th day of March, 1924, personally appeared W. T. Younger, and Mollie Younger, his wife, 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) M. Branson, Notary Public.

My commission expires Feb. 11th, 1928.

Filed for record in Tulsa County, Okla. on March 11, 1924, at 4:40 P.M. recorded in book 448, page 254, Brady Brown, Deputy.

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

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REAL ESTATE MORTGAGE.

Know all men by these presents: That L. H. Agard and W. G. Agard her husband, of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Southwestern Mortgage Company, of Reff, Oklahoma, party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The east 10 feet of lot 16, and the west 40 feet of lot 17 in Block 5,

Highlands second addition to the City of Tulsa

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 two thousand dollars, with interest thereon at the rate of ten per cent per annum, payable semi-annually from date, according to the terms of six certain promissory notes described as follows, to-wit: \$1000.00, \$500.00 and three of \$200.00 each, all dated March 10th, 1924, and all due in three years.

Said first parties agree to insure the buildings on said premises for their reasonable value for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first parties agree to pay all taxes and assessments lawfully assessed on said premises, before delinquent.

Said first parties further expressly agree that in case of foreclosure of this mortgage, and as often as any proceeding shall be taken to foreclose same as herein provided, the mortgagor will pay to the said mortgagee two hundred dollars as attorney's or solicitor's fees therefor, in addition to all other statutory fees; said fee to be due and payable upon the filing of the petition for foreclosure and the same shall be a further charge and lien upon said premises, described in this mortgage and the amount thereon shall be recovered in said foreclosure suit and included in any judgment or decree rendered in