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April 4

S.B.

party, its successors or assigns, or if any taxes or assessments are not paid before the same shall be delinquent, the holder of said notes and this mortgage may, without notice to first parties, elect to declare the whole sum of 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 fees 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 further expressly agreed, that as often as any proceeding is taken to foreclose this mortgage, said first parties 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 fees for such foreclosure, in addition to other legal costs, and that such attorney's fees shall be a lien upon the premises hereinabove described, and a part of the debt secured by this mortgage.

In witness whereof, the parties of the first part have hereunto set their hands the day and year first above written,

T. G. Grant,  
Genelle E. Grant.

State of Oklahoma, Tulsa, County; SS

Before me, a Notary Public, in and for said County and State on this 29th day of March, 1924, personally appeared T. G. Grant, and Genelle E. Grant, his wife to me 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 use and purposes therein set forth.

(SEAL) A. B. Crews, Notary Public.

My commission expires Jan. 26, 1925.

Filed for record in Tulsa County, Okla. on April 2, 1924, at 10:40 A.M. recorded in book 448, page 424, Brady Brown, Deputy,

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

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#### MORTGAGE OF REAL ESTATE

This indenture, made and entered into this 22nd day of March, 1924, between W. W. Richard and Anna Richard, husband and wife of Tulsa, County, in the State of Oklahoma, party of the first part, and Homer Roberson-County, State of Oklahoma, party of the second part,

Witnesseth, that said parties of the first part, in consideration of the sum of ten hundred twenty five and no/100 (\$1025.00) dollars, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, his successors and assigns, all the following described real estate, lying, situate and being in the county of Tulsa, State of Oklahoma, to-wit:

Lot thirteen (13) in block four (4) in Summit Heights addition

to the City of Tulsa Oklahoma, according to the recorded plat thereof,

(This mortgage is subject to a first mortgage in favor of Aetna Bldg. & Loan Ass'n in the sum of \$5000.00)