

256605 - BH

COMPAK

OKLAHOMA EXTENDING MORTGAGE.

Whereas, Nellie I. Ririe, party of the first part is now the owner of a certain promissory note made by L. L. Wiles and Orin Turner Wiles, his wife, for the sum of six thousand and no/100 dollars, dated the 15th day of December, 1920, payable to H. J. Smith, Gdn. Nellie I. Ririe on the 15th day of December, 1923, secured by mortgage upon the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit:

Lots seven (7) and eight (8) in block fourteen(14) in the town of Skiatook, Oklahoma, according to the recorded plat thereof,

recorded in book 315, on page 267, of Tulsa County, Oklahoma, records, and,

Whereas, L. L. Wiles and Orin Turner Wiles, his wife, of Tulsa, County, Oklahoma, party of the second part, is now the owner of the property conveyed in said mortgage, and is liable for the debts secured thereby and desires an extension of time of payment of principal thereof:

Now, therefore, the party of the first part hereby extends the time for payment of principal of said indebtedness until the 15th day of December, 1926, and agrees that said debt shall bear interest at the rate of 7 per cent per annum during the period of this extension and at ten per cent per annum thereafter upon the express conditions, however, that the party of the second part shall pay interest semi-annually at Skiatook, Okla., on the 15th day of June & December, in each year hereafter, shall pay said principal note on December 15th, 1926, and shall faithfully perform all the covenants and agreements of said note and mortgage. The privilege is hereby given to said party of the second part to pay \$100.00 or any multiple thereof upon said note on any interest paying date, prior to maturity.

In case default shall be made in the payment of any installment of interest at the time or times above specified for the payment thereof, or in case of default in the payment of taxes or any part thereof, before the same become delinquent, or in case of default or non-performance of any of the covenants, conditions and agreements in the original note and mortgage, or if the party of the second part does not hold said premises by title in fee simple, then upon the happening of any one of said contingencies the whole amount of the debt secured by the mortgage herein described, shall become due and collectible, if the party of the first part shall so elect, and no notice of such election shall be necessary prior to commencement of suit to foreclose the mortgage.

The debt shall bear interest at 10 per cent per annum after default in the payment of any installment of interest and the attorney's fee provided in the mortgage shall be allowed in case this debt is collected by suit.

In consideration of the extension of time of payment of said debts, the party of the second part, consents to each and all of the above conditions and covenants and agrees to keep and perform the same on his part, and that all the covenants and conditions contained in said note and mortgage except so far as the same are inconsistent with this agreement are by him assumed and adopted and shall be by him fully performed, and if the party of the second part shall fail in any respect to perform the provisions of this agreement, the holder of said note and mortgage is hereby authorized to proceed according to the provisions of said mortgage the same as if this agreement had not been made.

Dated this 20th day of February, 1924.

Nellie I. Ririe, Party of the first part.
Orin Turner Wiles,