

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 notes 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 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 26th day of May, 1923.

Harry J. Whitaker,
Hope H. Whitaker.

COMPARED

State of Oklahoma)
County of Tulsa) SS Before me, a Notary Public, in and for the above named County and State on this 26th day of May, 1923, personally appeared Harry J. Whitaker and Hope J. Whitaker 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) Iva Letta, Notary Public.

My commission expires March 31, 1926.

Filed for record in Tulsa County, Okla. on May 28, 1923, at 3:30 P.M. and duly recorded in book 455, page 175, by Brady Brown, Deputy,

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

231758 - BH

REAL ESTATE MORTGAGE.

I hereby certify that I received \$116 and issued Receipt No. 4769 therefor in payment of mortgage tax on the within mortgage.

Dated this 29 day of May 1923

Know all men by these presents: That R. H. Agard, of Tulsa County, Oklahoma, party of the first part has mortgaged and hereby mortgage to Southwestern Mortgage Company, of Okla., party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

West forty six (46) feet of lots one (1) and two (2)

Block two (2) Lloyd addition to the City of Tulsa.

The above described property is not the homestead of mortgagor and has never been occupied by him as such, - 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 eight hundred dollars, with interest thereon at the rate of ten per cent per annum, payable, annually from date, according to the terms of one certain promissory note described as follows, to-wit: One note of \$800.00 dated May 28th, 1923, and due in thirty five days.

Said first party agrees 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 party agrees to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first party further expressly agrees 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 eighty 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 said premises described in this mortgage, and the amount thereon shall be recovered in