

said foreclosure suit and included in any judgment or decree rendered in action as aforesaid, and collected, and the lien thereof enforced in the same manner as the principal debt hereby secured.

Now if the said first party shall pay or cause to be paid to said second party, its heirs or assigns said sum of money in the above described note mentioned, together with the interest thereon according to the terms and tenor of said note, and shall make and maintain such insurance and pay such taxes and assessments then these presents shall be wholly discharged and void, otherwise shall remain in full force and effect. If said insurance is not effected and maintained, or if any and all taxes and assessments which are or may be levied, and assessed lawfully against said premises, or any part thereof, are not paid before delinquent, then the mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of ten per cent per annum, until paid, and this mortgage shall stand as security for all such payments; and if said sums of money or any part thereof 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 note 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 as above and also the benefit of stay, valuation or appraisement laws.

In witness whereof, said party of the first part has hereunto set his hand this 28th day of May, 1923.

R. H. Agard.

State of Oklahoma }
County of Tulsa } SS

Before me, a Notary Public, in and for the above named County and State on this 28th day of May, 1923, personally appeared R. H. Agard, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his 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 Latta, 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 176, By Brady Brown, Deputy,

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

231852 - BH

REAL ESTATE MORTGAGE.

Know all men by these presents: That Arch B. Casebeer and Mabel Casebeer, his wife, of Tulsa County, Oklahoma, parties of the first part have mortgaged and hereby mortgage to Southwestern Mortgage Company, Roff, Okla. party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

West fifty (50) feet of lot twelve (12) Block

six (6) Highlands 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 five hundred dollars, with interest thereon at the rate of ten per cent per annum payable, annually from

TREASURER'S ENDORSEMENT
I hereby certify that I received \$12.00 and issued Receipt No. 9794 therefor in payment of mortgage tax on the within mortgage.
31 May 1923
WAYNE L. MCKAY, County Treasurer