

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 4.00 and issued  
Receipt No. 10393 therefor in payment of mortgage  
tax on the within mortgage.

Dated this 26. day of July, 1923.

WAYNE L. RICKY, County Treasurer

*W. L. Ricky* P.S.B.

## COMPARED

from the mortgagee a duly executed release of the same, have it recorded and pay the cost of recording.

A failure to comply with any of the agreements herein shall cause the whole debt secured hereby to at once become due and collectible, if said second party or assigns so elect, and no demand for fulfillment of conditions broken, nor notice of election to consider the debt due shall be necessary previous to commencement of suit to collect the debt hereby secured, or any part thereof, or, to foreclose this mortgage; and if suit is commenced to foreclose this mortgage, the second party, its successors and assigns, shall be entitled to have a receiver appointed to take charge of said real estate during such litigation and period of redemption from sale thereunder, accounting to the mortgagor for the net income only, applying the same in payment of any part of the debt secured hereby remaining unpaid.

In event of failure of said first party to keep said premises free from judgements, mechanics' liens or other statutory liens or pay the interest on or principal of any prior mortgage on said premises when due, or insurance premiums, taxes or assessments upon said property, said second party may pay the same, together with the penalties and interest thereon, and all sums so paid and the expense of continuation of abstracts and all expenses and attorney's fees incurred by second party, or its assigns, by reason of litigation with third parties to protect the lien of this mortgage shall be recoverable against said first party with penalties upon tax sales, and shall bear interest at the rate of ten per cent per annum, payable annually and be secured by this mortgage; and it is expressly understood and agreed that the payment by said second party, its successors or assigns, of insurance premiums, taxes or assessments upon said property, judgements, mechanics' liens or other statutory lien or interest on or principal of any prior mortgage on said premises shall not be construed or held to be a waiver of default as herein provided, or prevent the holder hereof from declaring the entire debt secured hereby due and payable and foreclosing this mortgage, whether such payment be made prior or subsequent to the exercise of option to declare the debt due and foreclose this mortgage, as herein provided.

And in case of foreclosure hereof said first parties hereby agree to pay the sum of seventy five dollars attorney's fees in such foreclosure suit, to be secured by this mortgage, which shall be due and payable when suit is filed, and for the consideration above hereby expressly waive the appraisalment of said real estate and all benefits of the homestead and stay laws of said state.

Dated this 29th day of June, 1923.

David Tinney,  
Willie Tinney.

State of Oklahoma }  
County of Tulsa } SS

Before me, the undersigned a Notary Public, in and for said County and State on this 29th day of June, 1923, personally appeared David Tinney and Willie Tinney, 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 uses and purposes therein set forth.

Witness my hand and official seal.

(SEAL) C. C. McGilvray, Notary Public.

My commission expires Jan. 12, 1926.

Filed for record in Tulsa County, Okla. on June 30, 1923, at 11:50 A.M. and duly recorded in book 455, page 505. By Brady Brown, Deputy,

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