

455

COMPARED

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 to subsequent to the exercise of option <sup>to</sup> of 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, attorneys 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 state and all benefits of the homestead and stay laws of said state.

Dated this 19th day of June, 1923.

Maude Alice Albert,  
Emil R. Albert,

State of Oklahoma )  
County of Tulsa ) SS Before me, the undersigned, a Notary Public, in and for said County and State on this 3rd day of July, 1923, personally appeared Maude Alice Albert and Emil R. Albert, <sup>her</sup> husband 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) Nora Taliaferro, Notary Public.

My commission expires Jan. 2, 1927.

Filed for record in Tulsa County, Okla. on July 5, 1923, at 3:00 P.M. and duly recorded in book 455, page 551, By Brady Brown, Deputy,

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

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COMPARED

#### REAL ESTATE MORTGAGE.

Know all men by these presents: That L. O. Cook and Ella A. Cook, 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 half of lots six and seven (6 & 7) Block

thirteen (13) Park Hill addition to the city of Tulsa,

with all improvements thereon and appurtenance thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of fifteen hundred dollars, with interest thereon at the rate of ten percent per annum, payable annually from maturity according to the terms of one certain promissory note described as follows, to-wit: One note of \$1500.00 dated July 3rd, 1923, and due in three months.

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