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Third. That the said first parties will keep and maintain all improvements on the premises in good condition; commit or suffer no waste there^{on} and not allow said premises to become in a delapidated condition.

Fourth. Upon any breach of the first, second or third special covenants of this mortgage hereinbefore enumerated, as well as for the failure to pay any part of the indebtedness hereby secured, either principal or interest, at the ~~time~~ the same become due, the holder of this mortgage may declare the entire sum or sums secured hereby due and payable, without notice and shall be entitled to a foreclosure of this mortgage for the satisfaction thereof.

Fifth. In case of default in payment of any insurance premium, taxes or assessments, the holder of this mortgage may pay and discharge the same, and all such sums so paid shall be secured by the lien of this mortgage and draw interest at the rate of ten per cent per annum, provided that such payments by the mortgagee shall not operate as a waiver of the right to foreclose the mortgage under the provisions of the fourth special covenants hereinbefore set out.

Sixth. Upon any default entitling the holder hereof to a foreclosure and if the indebtedness secured by this mortgage shall be collected by an attorney or through proceedings in any county, State or Federal Court, an additional sum of ten per cent of the amount due shall be recovered as attorney's fees and shall be included in any judgment or decree of foreclosure as a part of the indebtedness secured by this mortgage.

Seventh. Parties of the first part for said consideration do hereby expressly waive appraisement of said real estate and all benefits of the homestead, exemption and stay laws in Oklahoma.

Dated this 11th day of July, 1923.

E. F. Zumwalt,
Martha J. Zumwalt.

State of Oklahoma)
Tulsa County) SS Before me, W. M. Cappe, a Notary Public, in and for said County and State, on this 11th day of July, 1923, personally appeared E. F. Zumwalt and Martha J. Zumwalt, 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, the day and year above set forth.

(SEAL) W. M. Cappe, Notary Public.

My commission expires Mar. 29, 1927.

Filed for record in Tulsa County, Okla. on July 11, 1923, at 4:00 P.M. and duly recorded in book 455, page 591, By Brady Brown, Deputy,

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

235504 - BH

COMPARED

AFFIDAVIT.

The Public

State of Oklahoma)
County of Tulsa) SS Dan J. Davisson, of lawful age being first duly sworn on his oath deposes and states that he is well and personally acquainted with Fred H. Wheeler mentioned as the grantee, in a certain warranty deed, dated May 16, 1910, recorded in book 86, page 503 of the records of the office of the county clerk