

COMPARED

its successors or assigns may pay such taxes and affect such insurance, and the sums so paid shall be a further lien on said premises under this mortgage payable, forthwith with interest at the rate of ten (10) percent per annum.

FIFTH. Should default be made in the payment of said monthly sums, or of any of said fines, or taxes, or insurance premium,s or any part thereof, when the same are payable as provided in this mortgage and in said note and said by-laws and should the same, or any part thereof, remain unpaid for the period of six (6) months, then the aforesaid principal sum of \$2500.00 dollars, with all arrearages thereon, and all penalties, taxes and insurance premiums, shall, at the option of said mortgagee, or of its successors or assigns, become payable immediately, anything hereinbefore contained to the contrary notwithstanding. In the event of legal proceedings to foreclose this mortgage the indebtedness thereby secured shall bear interest from the filing of such foreclosure proceedings at the rate of ten (10) percent per annum in lieu of the further payments of monthly installments..

SIXTH. The said mortgagors shall pay to the said mortgagee or to its successors or assigns, a reasonable attorney's fee in addition to all other legal costs, as often as any legal proceedings are taken to foreclose this mortgage for default in any of its covenants or as often as the said mortgagors or mortgagee may be made defendants in any suit affecting the title to said property, which sumshall be an additional lien on said premises.

SEVENTH. As further security for the indebtedness above recited the mortgagor hereby assigns the rentals of the above property mortgaged to the mortgagee and in case of default in the payment of any monthly installment the mortgagee or legal representative may collect said rents and credit the sum collected less cost of collection, upon said indebtedness, and these promises may be enforced by the appointment of a receiver by the court.

IN WITNESS WHEREOF, the said mortgagor has hereunto set his hand and seal on the 23 day of June A.D., 1923

H. R. Moffett

STATE OF OKLAHOMA
ss:
Tulsa County

Before me F. D. Kennedy, a Notary Public, in and for said County and State, on this 29th day of June, 1923, personally appeared H. R. Moffett, a single man to me 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.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on the date above mentioned.

My commission expires on the 10th day of August 1925 (SEAL) F. D. Kennedy-Notary Public
Filed for record at Tulsa, Tulsa County, Oklahoma, June 29, 1923 at 4:00 o'clock P.M. and
recorded in Book 457 Page 531

By Brady Brown - Deputy

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

234604-ACM

IN THE COUNTY COURT OF TULSA COUNTY, OKLAHOMA

In the Matter of the Estate :
Of NELLIE BERTRAM FERGUSON, :
a Minor, :
Claudia L. Ferguson, Guardian :

COMPARED

NO. 2812

ORDER SETTING ASIDE SALE PROCEEDINGS

Now, on this 23 day of January, 1923, came on to be heard the motion of Claudia L. Ferguson, the guardian of Nellie Bertram Ferguson, a minor, for an order setting aside and cancelling certain sale proceedings had in this court involving the sale of the one-half interest of the minor in and to the following described real estate, situated in Tulsa