

ness 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 covenant 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 August 1923.

Alice Smith

Robert C. Smith

STATE OF OKLAHOMA )  
Tulsa County, ) ss.

Before me, George P. Bonnette a Notary Public in and for said County and State, on this 11th day of August 1923, personally appeared Alice Smith and Robert C. Smith, her husband to me known to be the identical person 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.

My commission expires July 9th, 1927

(SEAL) George P. Bonnette  
Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Aug 13, 1923 at 4:00 o'clock P.M.  
in Book 464, page 633

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

238111 C.J.

IN THE DISTRICT COURT OF THE UNITED STATES  
IN AND FOR THE EASTERN DISTRICT OF OKLAHOMA

Southern Missouri Trust Co., et al, )  
Plaintiffs, )

vs

Yogng O. Mitchell, et al., Defendants, )

Continental Bank & Trust Company, a )  
Corporation, of Shreveport, Louisiana, )  
Intervenor, )

COMPARED

No. 2792 Equity

# DECREE

On this 24th day of July, 1923, this cause came on to be heard on the application