

COMPARED

Fifth: Said party of the first part hereby agrees that if the maker of said notes shall fail to pay or cause to be paid any part of said money, either principal or interest, according to the tenor and effect of said notes and coupons, when the same becomes due, or to conform or comply with any of the foregoing conditions or agreements, the whole sum of money hereby secured shall, at the option of the legal holder or holders hereof, become due and payable at once without notice.

And the said party of the first part, for said consideration, does hereby expressly waive or not, at option of mortgagee an appraisal of said real estate, and all benefits of the homestead exemption and stay laws of the State of Oklahoma.

The foregoing conditions being performed, this covenant to be void; otherwise of full force and virtue.

Sixth. In case of default of payment of any sum herein covenanted to be paid, for the period of thirty days after the same becomes due, or in default of performance of any covenant herein contained, the said first party agrees to pay to the said second party and his assigns, interest at the rate of ten per cent per annum, computed annually on said note, from the date thereof to the time when the money shall be actually paid. Any payments made on account of interest shall be credited in said computation so that the total amount of interest collected shall be, and not exceed, the legal rate of 10 per cent per annum.

Seventh. It is further agreed that upon the filing of any petition to foreclose this mortgage the first party shall pay a reasonable attorney's fee of not less than one hundred dollars, and the same to be secured by this mortgage and to be taxed as a part of the costs in said action.

In testimony whereof, the said party of the first part has hereunto subscribed his name and affixed his seal on the day and year above mentioned.

Executed and delivered in presence of.

A. G. Swanson.

State of Oklahoma, Muskogee County, SS

Before me, the undersigned Notary Public in and for said County and State on this 29th day of August, 1923, personally appeared A. G. Swanson, 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.

Witness my hand and official seal the day and year above written.

(SEAL) Ruth Hubbard, Notary Public.

My commission expires July 1, 1926.

Filed for record in Tulsa County, Okla. Sept. 10, 1923, at 3:50 P.M. recorded in book 467, page 546, Brady Brown, Deputy,

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

239749:- BH

COMPARED

OKLAHOMA MORTGAGE.

Know all men by these presents: That J. W. Russell and Mary A. Russell, his wife, of the county of Tulsa, State of Oklahoma, for and in consideration of the sum of eighteen thousand and 00/100 dollars in hand paid by The Oklahoma Savings and Loan Association, a domestic Building and Loan Association, incorporated under the laws of the State of Oklahoma, with office and principal place of business at Oklahoma City, Oklahoma, do hereby sell and convey unto the said The Oklahoma Savings and Loan Association, its successors and assigns, the following described real estate situate in the County of

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