

may thereupon, at the option of the holder, and his option only, without notice, be declared due and payable, and this mortgage may thereupon be foreclosed; that in case of default of the performance of any covenant herein stipulated he will pay interest on the note herein secured, at the rate of 10 per cent per annum from the date thereof until the final payment; that he hereby waives all benefit of the stay, valuation and appraisal laws of the State of Oklahoma.

The said party of the first part for himself, his heirs, representatives and assigns, hereby expressly agrees that in case of foreclosure of this mortgage as hereinbefore provided, he will pay to the plaintiff or other party, foreclosing this mortgage, a reasonable attorney fee therefor, such fee to be due and payable upon the filing of petition for foreclosure, and the same shall be a further charge and lien upon the premises, described in this mortgage, and the amount thereof shall be recovered in said foreclosure suit and included in the judgment rendered in such action; and shall be enforced and collected in the same manner as the principal debt secured thereby.

Signed this 26th day of October, A.D. 1923.

Beulah Burgess,  
James O. Burgess.

In presence of M. V. Lilly,  
E. A. Lilly.

State of Oklahoma }  
Tulsa County } SS

Before me, a Notary Public in and for said County and State, on this 31st day of October, 1923, personally appeared Beulah Burgess and James O. Burgess, her 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.

(SEAL) E. A. Lilly, Notary Public.

Residence, Tulsa, Oklahoma.

My commission expires March 26th, 1925.

Filed for record in Tulsa County, Okla. on Nov. 2, 1923, at 8:40 A.M. recorded in book 474, page 263, Brady Brown, Deputy,

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

243594 - BH

CONTRACT FOR SALE OF REAL ESTATE.

This agreement, made and entered into this 29 day of October, 1923, by and between the Sunset Gardens Company, a corporation, of Tulsa, Oklahoma, party of the first part, and W. L. Bowie, (whether one or more) party of the second part.

WITNESSETH.

That the party of the first part, for and in consideration of the sum of \$1875.00 Eighteen hundred seventy five dollars, to be paid as hereinafter stated hereby sells and agrees to convey to the party of the second part, his or her heirs or assigns, all of the following described property situated in Tulsa County, Oklahoma, to-wit: All of lot 3, Block 7, in Sunset Terrace, an addition to the City of Tulsa, according to the official plat thereof, filed for record in the office of the County Clerk of Tulsa County, Oklahoma, on June 28, 1923, recorded in Book - - - of plats at page - - -, and upon payment of final purchase price to deliver to second party abstract of title showing valid title to said property in first, to date hereof.

This sale is made on the following terms and conditions.

1. The party of the second part hereby purchases the aforesaid property and agrees to pay therefor the sum of \$1875.00 eighteen hundred seventy five dollars, as follows; One hundred dollars \$100.00 in cash, the receipt of which is hereby acknowledged, by first party add to