

delinquent; that he will at once, without delay, cause the buildings upon said premises situate, to be insured or reinsured against loss by fire, in the amount of \$2500.00 (the insurance company or companies to be subject to approval of second party) and he will continue and maintain such insurance without intermission so long as the note hereby secured remains unpaid, and shall deliver the policy or policies properly assigned or pledged to said second party, and in the event of loss said second party shall have power to collect such policy or policies and apply the proceeds thereof to the payment of the debt herein secured; that if the maker of the note hereby secured shall fail to pay either principal or interest within thirty days after due, or shall fail to perform any of the covenants herein stipulated, the note hereby secured 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 in the performance of any covenant herein stipulated he will pay interest on the note hereby secured, at the rate of 10 per cent from 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 herein before 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 judgement rendered in such action, and shall be enforced and collected in the same manner as the principal debt secured thereby.

Signed this third day of November, A.D. 1923.

Mary K. Callender, (nee) Orr.

In presence of

Wm T. Calvert.

State of Oklahoma)

Tulsa County)

SS

Before me, a Notary Public, in and for said County and State, on this fifth day of November, 1923, personally appeared Mary K. Callender, nee Orr, a widow, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

(SEAL) Wm. T. Calvert, Notary Public.

My commission expires May 15, 1926.

Filed for record in Tulsa County, Okla. on Nov. 5, 1923, at 3:40 P.M. recorded in book 474, page 295, Brady Brown, Deputy,

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

243822 - BH

COMPARED,

OKLAHOMA FIRST MORTGAGE.

----- TREASURER'S ENDORSEMENT -----

I hereby certify that I received \$1.80 and issued Receipt No. 12303 therefor in payment of mortgage tax on the within mortgage.

Dated this 6 day of Nov. 1923

Know all men by these presents: That W. A. Catron and wife, Bell Catron, of Tulsa County, State of Oklahoma, parties of the first part, have mortgaged and hereby mortgage to C. Coggeshall, party of the second part, the following described real estate and premises, situated in Tulsa County, State of Oklahoma, to-wit: North five feet (5') of lot nine (9) and south forty feet (40') of lot ten (10) block one (1) in Elmwood addition to the City of Tulsa, with all the appurtenances thereon and appurtenances thereunto belonging, and warrant the title to the same.