

principal debt hereby secured.

Now, if the said first parties shall pay or cause to be paid to said second party, its heirs or assigns, said sums of money in the above described notes mentioned, together with the interest thereon according to the terms and tenor of said notes, and shall make and maintain such insurance and pay such taxes and assessments then these presents shall be wholly discharged and void, otherwise shall remain in full force and effect. If said insurance is not effected and maintained, then the mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of ten per cent per annum, until paid, and this mortgage shall stand as security for all such payments; and if said sums of money or any part thereof is not paid when due, or if such insurance is not effected and maintained or any taxes or assessments are not paid before delinquent, the holder of said notes and this mortgage may elect to declare the whole sum or sums and interest thereon due and payable at once and proceed to collect said debt including attorney's fees, and to foreclose this mortgage, and shall become entitled to possession of said premises.

Said first parties waive notice of election to declare the whole debt due as above and also the benefit of stay, valuation or appraisal laws.

In witness whereof, said parties of the first part have hereunto set their hands this 2nd day of November, 1923.

Chas. K. Warren,
Effie E. Warren,
W. T. Freeman,
Agnes Freeman.

State of Oklahoma)
County of Tulsa) SS Before me, a Notary Public, in and for the above named County and State, on this 2nd day of November, 1923, personally appeared Chas. K. Warren and Effie E. Warren, his wife, and W. T. Freeman and Agnes Freeman, his wife, to me personally 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.

Witness my signature and official seal, the day and year last above written.

(SEAL) John T. Miller, Notary Public.

My commission expires Nov. 20, 1924.

Filed for record in Tulsa County, Okla. on Nov. 8, 1923, at 3:30 P.M. recorded in book 474, page 333 Brady Brown, Deputy.

(SEAL) O.G. Weaver County Clerk.

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State of Oklahoma)
County of Tulsa) SS I, R. E. Berger, being first duly sworn on oath, state that I am a resident of the City of Tulsa, Oklahoma, and have resided in said City for the past fifteen years; that I was well and personally acquainted with James McCann, during this residence in the City of Tulsa, Oklahoma, and was a law partner of his at the time of his death; that I am well and personally acquainted with Mary V. McCann, his wife, who was sometimes known as Viola McCann.

Affiant further states that Viola McCann; grantee in Q. C. D., dated March 7, 1911, and recorded in book 104 at page 222, of the office of the County Clerk, an ex-officio register of deeds for Tulsa County, Oklahoma, and Mary V. McCann, grantor in W. D., dated June 8, 1912, and recorded in book 119, at page 261, in the office of the County Clerk, an ex-officio register of deeds for Tulsa County, Oklahoma, on the following described premises, to-wit: Lot ten (10) Block two (2) of the George B. Perryman addition to the