

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 or if any and all taxes and assessments which are or may be levied and assessed lawfully against said premises, or any part thereof, are not paid before delinquent, 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 appraisement laws.

In witness whereof, said parties h^{ve} the first part have hereunto set their hands this 15th day of November, 1923.

S. W. Mitchell,
Myra Mitchell.

COMPARED

State of Oklahoma)

County of Tulsa) SS
Before me, a Notary Public in and for the above named County and State, on this 15th day of November, 1923, personally appeared S. W. Mitchell and Myra Mitchell, his wife, to me personally known to be the identical persons whom 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) Iva Latta, Notary Public.

My commission expires March 31, 1926.

Filed for record in Tulsa County Okla. on Nov. 16, 1923, at 4:20 P.M. recorded in book 474, page 395, Brady Brown, Deputy,

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

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AFFIDAVIT.

COMPARED

State of Oklahoma)

County of Tulsa) SS
Claude F. Tingley, being first duly sworn on his oath, deposes and says that he resides in the city of Tulsa, in Tulsa County, and State of Oklahoma, that he is the same Claude F. Tingley, who, as a Notary Public, on the 25th day of February, 1909, took the acknowledgement of Mary Emertle, nee FMsaw, to a certain warranty deed whereby she conveyed to Chas. Page the following described real estate and premises, situate in Tulsa County, State of Oklahoma, to-wit:

The north half (N $\frac{1}{2}$) of the southwest quarter (SW $\frac{1}{4}$); the northwest quarter (NW $\frac{1}{4}$) of the southeast quarter (SE $\frac{1}{4}$); the southeast quarter (SE $\frac{1}{4}$) of the northwest quarter (NW $\frac{1}{4}$) of section two (2) township 19 north, range 11, east, being the allotment of Fms Thlocco, deceased and containing 160 acres, more or less.