

THIRD. That the said first parties will keep and maintain all improvements on the premises in good condition; commit or suffer no waste thereon, and not allow said premises to become in a dilapidated condition.

FOURTH. Upon any breach of the first, second or third special covenants of this mortgage hereinbefore enumerated, as well as for the failure to pay any part of the indebtedness hereby secured, either principal or interest, at the time the same become due, the holder of this mortgage may declare the entire sum or sums secured hereby due and payable, without notice and shall be entitled to a foreclosure of this mortgage for the satisfaction thereof.

FIFTH. In case of default in payment of any insurance premium, taxes or assessments, the holder of this mortgage may pay and discharge the same, and all such sums so paid shall be secured by the lien of this mortgage and draw, interest at the rate of ten per cent per annum provided that such payments by the mortgagee shall not operate as a waiver of the right to foreclose the mortgage under the provisions of the fourth special covenant hereinbefore set out.

SIXTH. Upon any default entitling the holder hereof to a foreclosure and if the indebtedness secured by this mortgage shall be collected by an attorney or through proceedings in any County, State or Federal Court, an additional sum of ten per cent of the amount due shall be recovered as attorney's fees and shall be included in any judgment or decree of foreclosure as a part of the indebtedness secured by this mortgage.

SEVENTH. Parties of the first part, for said consideration, do hereby expressly waive appraisalment of said real estate and all benefits of the homestead, exemption and stay laws in Oklahoma.

Dated this 12th day of November, 1923.

Hattie Cargile
A. Cargile

COMPARED

STATE OF OKLAHOMA,)
Tulsa County.) ss.

Before me, the undersigned a Notary Public in and for said County and State, on this 13th day of November 1923, personally appeared Hattie Cargile and A. Cargile, 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.

Witness my hand and official seal, the day and year above set forth.

My commission expires September 25, 1924. (Seal) W. J. Henry, Notary Public.
Filed for record in Tulsa, Tulsa County, Oklahoma, Nov. 13, 1923, at 3:10 o'clock P.M.
and recorded in Book 479, Page 422.

By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.

244383 C.M.J.

AFFIDAVIT.

COMPARED

STATE OF OKLAHOMA,)
County of Tulsa.) ss.

ROBERT W. HENDEE, being first duly sworn, on oath states:

That he is of legal age, is a resident of the city of Tulsa, Tulsa County, Oklahoma, is the son of one W. H. Hendee, and has personal knowledge of the facts herein set out.

This affiant states that the said W. H. Hendee is the owner of and the record holder of the title to the following described real estate, situate in the city of Tulsa, Tulsa County, Oklahoma, to-wit:

The South fifty (50) feet of Lot Six (6), Block Five (5) in Horner Addition.