

This note shall draw interest at the rate of eight per cent per annum from date until maturity and all sums shall draw interest at ten per cent after maturity, said interest to be paid monthly.

If default is made in the payment of any installment when due, then all the remaining installments shall become due and payable at once. All signers, endorsers and parties to this instrument hereby waive demand, protest and notice of non-payment and agree to all extensions and partial payments before or after maturity, and agree to pay all collection charges, and if placed in the hands of an attorney for collection, agree to pay, in addition to the unpaid principal and interest, an attorney's fee of \$10.00 and ten per cent.

----- COMPARED -----

This mortgage is given subject, and is inferior, to a certain mortgage for \$2500.00 and interest, given by said first part---- to Charles E. Dent and dated Oct. 20, 1923

PROVIDED ALWAYS, That this instrument is made, executed and delivered upon the following conditions, to-wit: that said first parties hereby covenant and agree to pay all taxes and assessments of said land when the same shall become due and to keep all improvements in good repair and not to commit or allow waste to be committed on the premises.

It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal sum of this mortgage, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and said second party shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said parties of the first part hereby agree that in the event action is brought to foreclose this mortgage they will pay an attorney's fee of \$10.00 and ten per cent DOLLARS which this mortgage also secures.

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

Dated this 14th day of November 1923.

Ella U. Tilley

J. A. Tilley Sr.

STATE OF OKLAHOMA, )  
County of Tulsa ) SS .

Before me, a Notary Public, in and for the above named County and State, on this 16th day of November 1923, personally appeared Ella U. Tilley and J. A. Tilley, Sr. her husband and----- 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.

My commission expires Feb. 1, 1927

(SEAL)

M. W. Turner, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Nov. 17, 1923 at 11:20 o'clock A.M.  
in Book 480, page 306

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk