

gage, the institution of such suit being all the notice required.

Fifth: Grantors agree that in case default occurs upon this mortgage indebtedness or any part, thereof, and suit is instituted to collect the sum of \$25.00 & 10% as a reasonable attorney's fee in addition to all other legal costs, as often as any legal proceedings are taken to foreclose this mortgage for default in any of its covenants, or as often as the said mortgage or mortgagors or mortgagees <sup>may be</sup> made defendant in any suit affecting the title to said property which sum shall be and additional lien on said premises, and shall become due upon the filing of petition or cross petition or foreclosure.

Sixth. Mortgagor further agrees that in the event action is brought to foreclose this mortgage for the purpose of collecting said indebtedness <sup>secured</sup> hereby, a receiver may be appointed by the court to take charge of the premises herein mortgaged, during the pendency of such action.

In witness whereof, the said mortgagor has hereunto set her hands, on the 7th day of January, A.D. 1924.

Marie L. Weber.

State of Oklahoma)  
Tulsa County ) SS  
Before me, A. V. Long, a Notary Public, in and for said County and State, on this 7th day of January, 1924, personally appeared Marie L. Weber, a single woman, 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.

In witness whereof, I have hereunto set my hand and notarial seal the date above mentioned.

(SEAL) A. V. Long, Notary Public.

My commission expires on the 1st day of May, 1926.

Filed for record in Tulsa County, Okla. on Jan 8, 1924, at 11:00 A.M. recorded in book 481, page 260, Brady Brown, Deputy.

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

248590 - BH COMPARED

# REAL ESTATE MORTGAGE.

This indenture, made this 5th day of January, in the year one thousand nine hundred and twenty four, between Leola Harrison, a single woman, of Muskogee County, Oklahoma, party of the first part, and Henry E. Russell, party of the second part.

Witnesseth: That the said party of the first part, in consideration of the sum of eleven hundred ninety nine and 53/100 dollars, to her in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold, remised, released and confirmed and by these presents does grant, bargain, sell release and confirm to <sup>the</sup> said party of the second part, his heirs, executors, successors or assigns, forever all of the following described real estate, situate, lying and being in the county of Tulsa and State of Oklahoma, to-wit: The east half of the southwest quarter, and the north west quarter of the southwest quarter of section thirty (30) in township nineteen (19) north of range ten (10) east, containing one hundred twenty (20) acres, together with all the hereditaments and appurtenances thereto belonging or in anywise appertaining.

To have and to hold the above bargained premises unto the said party of the second part, his heirs, executors, successors or assigns, to the use and proper use, benefit and behoof of the said party of the second part, his heirs, executors, successors or assigns, forever, and the said party of the first part does covenant with the said party of the second part,