

TREASURY ENFORCEMENT
I hereby certify that I received \$, 30.00 and issued
Receipt No. 12384 for the payment of mortgage
on the within mortgage.

Dated this 19 day of Jan, 1924

W. W. Stinson, County Treasurer

according to the terms of one certain promissory note described as follows, to-wit: Note for \$1,500.00 executed by E. L. Whitney Company in favor of Title Guarantee & Trust Company bearing interest at the rate of 8% per annum, payable semi-annually, and due on or before January 18th, 1925, executed by the makers hereof of even date herewith, due and payable to the order of the second party, with interest thereon at the rate of 8 per centum per annum after maturity. *until due and at the rate of ten per centum per annum*

The interest before maturity is further evidenced by coupons attached to the principal note, principal and interest payable at the place designated in said note and coupons.

The party of the first part hereby makes the following ^{special} covenants to and with said party of the second part and their assigns, to-wit:

First. That said first part will procure separate policies of insurance against fire and tornadoes, each in the sum of - - dollars, and maintain the same during the life of this mortgage for the benefit of the mortgagee or their assigns, and make payable to the mortgagee or assigns as his or their interest may appear.

Second. That the first party will pay all taxes and assessments, whether general or special, lawfully levied or assessed on said premises before the same become delinquent.

Third. That the said first party 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. Party of the first part, for said consideration, does hereby expressly waive appraisement of said real estate and all benefits of the homestead, exemption and stay laws in Oklahoma.

Dated this 18th day of January, 1924.

(Seal) E. L. Whitney Company

By E. L. Whitney, President.

Attest: C. R. Pigott, Secretary.

State of Oklahoma)
County of Tulsa) SS

Before me, the undersigned, a Notary Public, in and for said county and State, on this 18th day of January, 1924, personally appeared E. L. Whitney to me known to be the identical person who subscribed the name of the maker thereof to the within and foregoing instrument as its president, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed