

whole debt secured hereby to mature at the option of the holder hereof, and to demand for the fulfillment of broken obligations or conditions, and no notice of election to consider the debt due shall be necessary before instituting suit to collect the same and foreclose this mortgage, 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 same the sum of \$\_\_\_ as per note 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 mortgagors or mortgagees may be made default 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 secured 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 mortgagors has hereunto set his hand on the 23rd day of January, A.D. 1924.

M. A. Blackburn.

State of Oklahoma )  
Tulsa County ) SS Before me, the undersigned, a Notary Public in and for said County and State on this 23rd day of January, 1924, personally appeared M. A. Blackburn, a single man, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his 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) Beulah McAllister, Notary Public.

My commission expires on the 16th day of January, 1927.

Filed for record in Tulsa County, Okla. on Jan. 26, 1924, at 2:30 P.M. recorded in book 481, page 455, Brady Brown, Deputy,

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

249843 - BH

CONTRACT AND AGREEMENT.

This contract and agreement made and entered into this 14th day of January 1924, by and between Grace C. Behm and Homer Behm, husband and wife, of Tulsa, Oklahoma, parties of the first part, and the Fidelity Investment Company, a corporation, of Tulsa, Oklahoma, party of the second part.

WITNESSETH:

That, Whereas, On the 1st day of July, 1922, the parties of the first part did execute and deliver to the party of the second part herein a true and value warranty deed to the east seventy two and one half (72½) feet of lots ten (10) eleven (11) and twelve (12) in block four (4) Lake View addition to the City of Tulsa, Tulsa County, Oklahoma, as shown by the recorded plat thereof; and,

Whereas, On the 1st day of July, 1922, the parties of the first part did execute and deliver to the party of the second part herein a certain note and chattle mortgage in the sum of Five Thousand (\$5000.00) and no/100.dollars said chattle mortgage covering all of the household goods and furnishings belongings to the said parties of the first part and being located at

COMPARED