

such default bear ten per cent ^{Interest} per annum, and if collected by suit, we agree to pay an additional ten per cent of the amount due, as attorney's fees.

Dated at Tulsa, Oklahoma, the 26th day of January, 1924.

J. D. Biby,
Ada B. Biby.

Now if the said J. D. Biby and Ada B. Biby, and their heirs, assigns, executors, or administrators, shall well and truly pay the aforesaid note according to the tenor thereof, and all assessments dues and fines on said stock, to the said Industrial Building & Loan Association, or its successors, and keep said premises insured against fire and tornado, in the sum of \$600.00 and pay all fines, rates, liens, charges, and assessments upon or against said property, and keep the same in good repair, as herein provided, then this mortgage shall be void; otherwise to remain in full force and vigor in law. It is further agreed, that if default shall be made in the payment of said sums of money, or any part thereof, as herein before specified, or if the taxes, rates insurance, liens, charges, and dues assessed or charged on the above real estate shall remain unpaid for the space of six months after the same are due and payable, then the whole indebtedness, including the amount of all assessments, dues and fines on said stock, shall become due, and the said Grantee or its successors may proceed by foreclosure; or any other lawful mode to collect the same, and said grantee shall be entitled to the possession of said premises, and of said property. But the Board of Directors of said Association may, at their option, pay or cause to be paid, the said taxes, charges, insurance, rates, liens and assessments so due and payable, and charge them against said grantor or assigns, and the amount so paid shall be ^{added} paid on said mortgage premises until the same be paid, and maybe included in any judgment rendered in any proceedings to foreclose this mortgage; but whether they elect to pay such taxes, insurance, charges, rates, liens and assessments, or not, it is distinctly understood that in all cases of delinquencies, as above enumerated, then in like manner, the said note and the whole of said sum shall immediately become due and payable. Appraisement waived.

Witness our hands this 26th day of January, 1924.

J. D. Biby,
Ada B. Biby.

State of Oklahoma }
County of Tulsa } SS

Before me, F. A. Singler, a Notary Public in and for said County and State, on this 26th day of January, 1924, personally appeared J. D. Biby and Ada B. Biby, 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.

In witness whereof, I have hereunto set my official signature and affixed my notarial seal the day and year last above written.

(SEAL) F. A. Singler, Notary Public.

My commission expires Oct. 13, 1926.

Filed for record in Tulsa County, Okla. on Jan. 28, 1924 at 3:40 P.M. recorded in book 481, page 463 Brady Brown, Deputy,

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

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MORTGAGE.
OF REAL ESTATE.

THE NOTARY'S ENDORSEMENT
I have read the foregoing instrument and located
Record No. 13514 in the instrument of mortgage
tax on the within mortgage.
Dated the 28 day of Jan. 1924
W. W. Weaver, County Clerk

This indenture, made this twenty second day of December, A.D. 1923, between Marie H. B. Hine and A. W. Hine, wife and husband, of Tulsa County, in the State of Oklahoma, parties of the first part, and Meger Swan Mortgage Company, a corporation, of Oklahoma, County in the