

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

Dated this 17th day of December, 1923.

J. R. Stewart

Sarah E. Stewart

STATE OF OKLAHOMA)
Tulsa County,) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 26th. day of December, 1923, personally appeared Sarah E. Stewart, wife of J. R. Stewart, his wife, 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.

Witness my hand and official seal, the day and year above set forth.

My commission expires August 25th. , 1927 (SEAL) Roy L. Ware, Notary Public

ACKNOWLEDGEMENT OF DEED-- MARRIED

STATE OF MISSOURI,)
COUNTY OF CAPE GIRARDEAU) ss. On this 21st. day of December A. D. 1923 before me personally appeared J. R. Stewart to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my seal at my office in Cape Girardeau, Mo. the day and year first above written.

My commission as Notary Public will expire on the 29th. day of May 1927.

(SEAL) C. M. Gilbert, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Dec. 26, 1923 at 4:30 o'clock P. M.
in Book 482, page 224

By Brady Brown, deputy

(SEAL)

O. G. Weaver, County Clerk