

hereinafter 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 24th day of January, 1924.

James Gallagher
Emma A. Gallagher

STATE OF OKLAHOMA, }
Tulsa County. } ss.

Before me, the undersigned a Notary Public in and for said County and State, on this 24th day of January, 1924, personally appeared James Gallagher and Emma A. Gallagher, husband and wife 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.

Witness my hand and official seal, the day and year above set forth.
My commission expires July 9th, 1927. (Seal) George P. Bonnette, Notary Public.
Filed for record in Tulsa, Tulsa County, Oklahoma, Jan. 24, 1924, at 4:30 o'clock P.M. and recorded in Book 483, Page 198.
By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.

249717 6 M. J.
I hereby certify that I received \$275.00 and issued
Mortgage No. 13460, for the purpose of securing the
loan of \$275.00 to the undersigned.
Dated this 24th day of Jan., 1924
W. W. Weaver, County Treasurer
Deputy

THE MORTGAGORS, William M. Smith and Margaret L. Smith, his wife, of the City of Tulsa, County of Tulsa, State of Oklahoma, mortgage to the MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY of Springfield, Massachusetts (hereinafter called Mortgagee), the following described real estate, situate in the City of Tulsa, County of Tulsa in the State of Oklahoma, to-wit:

The westerly eighty feet of Lot one and the Westerly eighty feet of the northerly ninety feet of lot two all in block one hundred and thirty-six of the original townsite of the city of Tulsa, Oklahoma, according to the Government plat and survey thereof, said premises being otherwise described by metes and bounds as follows: Beginning at the Northwesterly corner of said Lot one and running Easterly along the Northerly line of said lot one a distance of eighty feet; thence in a Southerly direction parallel with the Westerly line of said lots one and two a distance of one hundred ninety feet, thence in a Westerly direction parallel with the Northerly line of said lot two, a distance of eighty