

to be subject to approval of second party), and he will continue and maintain such insurance with out intermission so long as the note hereby secured remains unpaid, and shall deliver the policy or policies properly assigned or pledged to said second party, and in the event of loss said second party shall have power to collect such policy or policies and apply the proceeds thereof to the payment of the debt herein secured; that if the maker of the note hereby secured shall fail to pay either principal or interest within thirty days after due, or shall fail to perform any of the covenants herein stipulated, the note herein secured may thereupon, at the option of the holder, and his option only, without notice, be declared due and payable, and this mortgage may thereupon be foreclosed; that in case of default in the performance of any covenant herein stipulated, he will pay interest on the note herein secured, at the rate of 10 per cent per annum from date thereof until the final payment; that he hereby waives all benefit of the stay, valuation and appraisal laws of the State of Oklahoma.

The said party of the first part, for himself, his heirs, representatives and assigns, hereby expressly agrees that in case of foreclosure of this mortgage as herein before provided, he will pay to the plaintiff or other party foreclosing this mortgage, a reasonable attorney fee, therefor; such fee to be due and payable upon the filing of petition for foreclosure, and the same shall be a further charge and lien upon the premises described in this mortgage, and the amount thereof shall be recovered in said foreclosure suit and included in the judgment rendered in such action, and shall be enforced and collected in the same manner as the principal debt secured thereby.

Signed this second day of June A. D. 1924

In presence of W. E. Chastain

Lucile Chastain

Houston F. Hartley

Alice Hartley

STATE OF OKLAHOMA,)
TULSA COUNTY,) SS.

Before me, a Notary Public, in and for said County and State, on this 4th day of June 1924 personally appeared Houston F. Hartley and Alice Hartley, his 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.

My commission expires Jan. 14, 1926 (Seal)

Lucile Chastain, Notary Public

Residence Tulsa, Oklahoma.

Filed for record in Tulsa, Tulsa County, Oklahoma on June 4, 1924 at 3.00 oclock P. M. in Book 485 page 377

Brady Brown, Deputy

(Seal)

O. G. Weaver, County Clerk

259826 M H

Certificate of Proof of will
My Last Will and Testament.

COMPARED

IN THE NAME OF GOD, Amen.

I, Pearl M. Wheatley, of the City of Muskogee, State of Oklahoma, do hereby make, publish and declare this my Last Will and Testament, in manner and form following:

First:-- I direct that all my just debts and funeral expenses be paid as soon after my decease as conveniently can be done.

Second:-- I give, devise and bequeath to W. L. Biggs of Muskogee, Oklahoma, as Trustee, and to his successors in trust, the sum of Two Hundred (\$200.00) Dollars, for the following uses and purposes, to-wit:-- To be invested in some interest bearing securities and the income therefrom to be used for the purpose of caring for and beautifying the graves of myself and family in such cemetery as I select for the interment of my body. In case of the death of said Trustee,