

default in the payment of principal and interest, or either, when due and payable, the whole of said amount to become due and payable. It is agreed that the parties of the first part may, at any time before maturity thereof, pay the whole of said debt, principal and interest, or may partially discharge same by payment of \$100.00, or any multiple thereof.

It is expressly agreed by and between said parties hereto, that this mortgage is a first lien upon said premises; that the said parties of the first part will pay said principal and interest at the times when the same fall due, and at the place and in the manner provided in said note, and will pay all taxes and assessments against said land when the same are due each year, and will not commit or permit any waste upon said premises; that the buildings and other improvements thereon shall be kept in good repair, and shall not be destroyed or removed without the consent of the said second party.

It is further agreed and understood that the said second party may pay any taxes or assessments levied against said premises, or other sums necessary to protect the rights of said second party, or assigns, and recover the same from the first parties with five per cent interest, and that every such payment is secured hereby.

It is further agreed that upon the breach of warranty herein, or upon failure to pay when due, any sum, interest or principal secured herein, or any tax or assessment herein mentioned, or to comply with any requirements herein, the whole sum secured hereby shall at once and without notice become due and payable at the option of the holder hereof, and shall bear interest thereafter at the rate of ten per centum per annum; said party of the second part shall be entitled to foreclose this mortgage, according to law, and have the said premises sold and the proceeds applied to the payment of the sum secured hereby, and said parties of the first part hereby agree, in the event action is brought to foreclose this mortgage, that they will pay an attorney's fee of ten per cent of the principal, above shown which this mortgage also secures.

Dated this 5th day of March A. D. 1924.

Gerald Cummings  
Elsie Cummings

STATE OF OKLAHOMA, }  
Tulsa County, } ss:

Before me, the undersigned, a Notary Public in and for said County and State, on this 5th day of March 1924, personally appeared Gerald Cummings and Elsie Cummings, 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 written.

My commission expires Dec. 13, 1927 (SEAL) Stanley W. Brown, Notary Public  
Filed for record in Tulsa County, Tulsa Oklahoma, Mch 10, 1924 at 4:00 o'clock P. M. in  
Book 486, page 565

By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk

253145 C.J.

AFFIDAVIT.

STATE OF OKLAHOMA  
COUNTY OF TULSA

ss.

COMPARED

DANIEL A. ROWE and ETHEL P. ROWE, husband and wife, after being first duly sworn on oath state; that they were the grantors in a General Warranty Deed, dated March 25, 1919, which deed was made in favor of Corean Payne, and that said deed was made to convey Lot No. 6, in Block No. 24, in Owen Addition to the City of Tulsa, Oklahoma, according to the amended plat thereof; and that the description in said deed should have read Lot No. 6