

to consider the debt due shall be necessary before instituting suit to collect the same and foreclose this mortgage, the institution of such suit being all the notice required.

FIFTH. Grantors agree that in case default occurs upon this mortgage indebtedness or any part thereof, and suit is instituted to collect the same the sum of \$ as per note as a reasonable attorneys fee in addition to all other legal costs, as often as any legal proceedings are taken, to foreclose this mortgage for default in any of its covenants, or as often as the said mortgagors or mortgagees may be made defendant in any suit affecting the title to said property which sum shall be and additional lien on said premises, and shall become due upon the filing of petition or cross petition or foreclosure.

SIXTH. Mortgagors further agrees that in the event action is brought to foreclose this mortgage for the purpose of collecting said indebtedness secured hereby, a receiver may be appointed by the court to take charge of the premises herein mortgaged, during the pendency of such action.

IN WITNESS WHEREOF, The said mortgagors have hereunto set their hands on the 29<sup>th</sup> day of April, A. D. 1924.

Lena Commander

J. C. Commander

STATE OF OKLAHOMA     )  
Tulsa County,         ) ss.

Before me the undersigned, a Notary Public, in and for said County and State on this 29th day of April, 1924, personally appeared Lena Commander and J. C. Commander, her husband, 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 hand and notarial seal the date above mentioned. (SEAL) Beulah McAllister, Notary Public

My Commission expires on the 16th day of January, 1927

Filed for record in Tulsa County, Tulsa Oklahoma, May 9, 1924 at 3:15 o'clock P. M. in Book 488, page 13

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

257815 C.J.

TREASURER AND CLERK OF

Plat 12 Block 4 in Sunnybrook addition to the City

of Tulsa, according to the recorded plat thereof

TO HAVE AND TO HOLD THE SAME unto the said party of the second part his heirs

and assigns, together with all and singular the tenements, hereditaments and appurtenances

thereunto belonging, or in any wise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition that whereas

said first parties have this day executed and delivered one certain promissory note in writ-

MORTGAGE OF REAL ESTATE.

COMPARED

This indenture made this 1st day of May A. D. 1924, between Alberta Harris & Leonard Harris, her husband, of Tulsa County, in the State of Oklahoma of the first part and B. F. Alexander of Tulsa County, in the State of Oklahoma, of the Second part.

WITNESSETH, That said parties of the first part in consideration of One dollar and other good and valuable considerations (\$1.00) the receipt of which is hereby acknowledged do by those presents grant, bargain, sell and convey unto said party of the second part his heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot Twelve (12) Block Four (4) in Sunnybrook addition to the City of Tulsa, according to the recorded plat thereof

TO HAVE AND TO HOLD THE SAME unto the said party of the second part his heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition that whereas said first parties have this day executed and delivered one certain promissory note in writ-