

before contained to the contrary thereof notwithstanding. In the event of legal proceedings to foreclose this mortgage, the indebtedness thereby secured shall bear interest from the filing of such foreclosure proceedings at the rate of ten per cent per annum in lieu of the further payments of monthly installments.

FIFTH. The said mortgagors, shall pay to the said mortgagee or to its successors or assigns, the sum of FIVE HUNDRED & NO/100 DOLLARS, as a reasonable solicitor's fee and all expenses incurred for supplemental abstract to said premises, 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 mortgagee may be made defendant in any suit affecting the title to said property which sum shall be an additional lien on said premises.

SIXTH. As further security for the indebtedness above recited the mortgagors hereby assigns the rentals of the above property mortgaged to the mortgagee and in case of default in the payment of any monthly installment the mortgagee or legal representative may collect said rents and credit the sum collected less cost of collection, upon said indebtedness, and these premises may be enforced by the appointment of a receiver by the Court.

IN WITNESS WHEREOF, The said mortgagors have hereunto set their hands and seals on the 20th. day of May A. D., 1924.

Ray Wade

Sudie Adair Wade

STATE OF OKLAHOMA,)
TULSA COUNTY,) ss.

Before me, Meryle Horning, a Notary Public in and for said County and State on this 20th. day of May 1924, personally appeared RAY WADE and SUDIE ADAIR WADE, 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 own 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 on the date above mentioned.

My commission expires on the 31st day of March 1928 (SEAL) Meryle Horning, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, May 23, 1924 at 4:00 o'clock P. M. in Book 488, page 239

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

258982 C.J.

M O R T G A G E .

COMPARED

TRUSTEE'S ENDORSEMENT
I hereby certify that I received \$8.00 and issued
Receipt 15062 for or in payment of said mortgage
tax on the 23 day of May 1924
W. W. Sullivan, County Treasurer
8.3
Deputy

THIS INDENTURE, Made this Twenty-second day of May 1924 between Frederic S. Whitaker and Angelina C. Whitaker, his wife, of Tulsa County, State of Oklahoma, parties of the first part, mortgagors, and THE PIONEER MORTGAGE COMPANY, a corporation organized under the laws of Kansas, of Topeka, State of Kansas, party

of the second part, mortgagees:

WITNESSETH, That said parties of the first part, for and in consideration of the sum of eight Thousand (\$8,000.00) DOLLARS, to them in hand paid by the party of the second part, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell, convey and mortgage unto the said party of the second part its successors and assigns forever, all the following described real estate, situated in Tulsa County, State of Oklahoma, to-wit:

Lot Six (6) in Block Nine (9) of Terwilliger Heights Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof.