

assigns may effect such insurance and pay such taxes and assessments and shall be allowed interest thereon at the rate of ten (10) per cent per annum until paid, and this mortgage shall stand as security for all such payments and sums; and if said sum or sums of money or any part thereof, or any interest thereon is not paid when the same becomes due and payable, or if such insurance is not effected and maintained and the certificates or policies delivered to said second party, its successors or assigns, or if any taxes or assessments are not paid before the same shall be delinquent, the holder of said notes and this mortgage may, without notice to first parties, elect to declare the whole sum or sums and interest thereon and attorney's fees therein provided for due and payable at once and proceed to collect said debt, interest and attorney's fees set out and mentioned in said note, according to the terms and tenor thereof and also all sums paid for insurance and taxes and legal assessments and interest thereon, and also to foreclose this mortgage, whereupon the said second party, its successors and assigns, shall become and be entitled to the possession of said premises and shall be entitled to the rents and profits thereof, and shall be entitled to the appointment of a receiver for the collection of said rents and profits.

And it is further expressly agreed, that as often as any proceeding is taken to foreclose this mortgage, said first parties shall pay to said second party, its successors and assigns, a sum equal to Ten Dollars and Ten Per Cent additional of the total amount due on said mortgage and on said note, as attorney's fees for such foreclosure, in addition to other legal costs, and that such attorney's fee shall be a lien upon the premises hereinabove described, and a part of the debt secured by this mortgage.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands the day and year first above written.

Harry Onan

Belle V. Onan

State of Oklahoma, Tulsa County, ss.

Before me, the undersigned a Notary Public in and for said County and State, on this 13th day of June, 1924, personally appeared Harry Onan, and Belle V. Onan, 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 use and purposes therein set forth.

My commission expires Dec. 22, 1924

(SEAL)

C. T. Scott, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, June 16, 1924 at 1:45 o'clock P. M. in Book 488, page 507

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

260686 G. J.

MEMORANDUM OF AGREEMENT

COMPARED

This Memorandum of Agreement, made and entered into this 16th day of June, 1924, by and between John L. Smiley, of Tulsa, Okla., and Audrey A. Roach, of Tulsa Oklahoma.

WITNESSETH: That the parties hereto have come together and this day agreed to extend for a period of three years, from May 18th, 1923, to May 18th, 1926, one certain note of \$1000.00 dated May 18th 1922, with a two hundred dollar credit paid May 17th, 1923, leaving a balance of Eight Hundred Dollars, and one Note for Two Hundred Dollars, dated June 16th, 1924, and due May 18th, 1926. It is agreed that the original mortgage stands as security for both notes, totaling \$1000.00, and the interest rate shall be 9% from May 18th, 1924, on both notes until paid, The description of said Mortgage is as follows: Beginning at a point in the South line Eighty (80) Feet East of the Southwest corner of Lot six (6) Block Eight (8) Factory Addition to the City of Tulsa; thence North forty (40) feet parallel to the West line of said Lot Six (6); thence East Fifty (50) feet parallel to the South line of said Lot Six