

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 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 an 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 the 14 day of July, A.D. 1924.

Bert Swift.

Lena M. Swift.

STATE OF OKLAHOMA 0
0 SS
TULSA COUNTY 0

Before me, the undersigned, a Notary Public in and for said County and State on this 14 day of July, 1924, personally appeared Bert Swift and Lena Swift, 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.

In Witness Whereof, I have hereunto set my hand and notarial seal the date above mentioned.

Estelle C. Merrifield.

My Commission expires on the Twenty First Day of April, 1925. (SEAL)

Filed for record on the 17th. day of July, 1924, at the hour of 3:00 o'clock P.M.

By: Brady Brown, Deputy

(SEAL)

O G WEAVER, County Clerk.

NO. 263090 - NRS

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 40 and issued Receipt No. 12792 therefor in payment of mortgage tax on the within instrument.

Dated this 17 day of July 1924.

W. W. Slicks, County Treasurer

Deputy

REAL ESTATE MORTGAGE/

KNOW ALL MEN BY THESE PRESENTS: That J.W. Weaver and Mary M. Weaver, Husband and Wife, of Tulsa County, in the State of Oklahoma, parties of the first part, have mortgaged and hereby mortgage to The Home Building and Loan Association, Sand Springs, Oklahoma, a corporation

duly organized and doing business under the Statutes of the State of Oklahoma, party of the second part, the following described real estate and premises, situate in Tulsa County, State of Oklahoma, to-wit:

Lot Six (6) Block Fifty Four (54) West Side ^{Grand} Addition to Sand Springs, according to the recorded plat thereof.

with all improvements thereon and appurtenances thereunto belonging, and warrant the title to the same, and waive the appraisalment, and all homestead exemptions.

Also, 4 1/2 Shares of stock of said Association, Certificate No. 320.

This mortgage is given in consideration of Four Hundred Fifty (\$450.00) Dollars, the receipt of which is hereby acknowledged, and for the purpose of securing payment of the monthly sum, fines and other items hereinafter specified, and the performance of the covenants hereinafter contained.

And the said Mortgagors for themselves and for their heirs, executors and administrators, hereby covenants with said mortgagee, its successors and assigns, as follows: