

the repayment thereof,

FOURTH: Mortgagor agree to pay promptly when due all interest or principal payments on all prior encumbrances if any upon said land. and if mortgagor or th^{er} successors in the ownership of the land herein mortgaged default in payment of either principal or interest of any prior encumbrance, theholder of the note secured by this mortgage may pay off such prior encumbrances in full, or the amount due thereon whether principal or interest, or may pay off the entire ^{prior} encumbrance in full. and mortgagors agree forthwith, to repay same with interest at the rate of ten per cent (10%) per annum from date of such advance^{ments}ments, and the lien of this mortgage shall extend to and protect such advances and interest and if the same be not paid within thirty(30) days from date of advancement, the holder of the note secured hereby may at any time hereafter proceed to foreclose this mortgage and all the indebtedness secured by said note shall become at once due and payable at the option of the holder thereof,

Non-compliance with any of the agreements made herein by the mortgagors shall cause the whole debt secured hereby to mature at the option of the holder hereof, and no demand for the fulfillment of broken obligations or conditions, and no notice of election 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: Mortgagor further agrees that in the event a ction is brought to foreclose this mortgage for the purposes 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 hand on the 10 day of December. A. D. 1924,

STATE OF OKLAHOMA
TULSA COUNTY

SS

Jennie Ray Drew
Hazel Drew

Before me, the undersigned a Notary Public in and for said County and State on this 10th day of December. 1924 personally appeared Jimmie Ray Drew and Hazel Drew, 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 uses and purposes therein set forth,

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the date above mentioned;

(seal)

My commission expires on the 21st day of April. 1925
Filed for record in Tulsa. Tulsa County, Oklahoma, December 22th. 1924 at 11:55 O'Clock A. M
and recorded in Book 489. Page 505.

By Brady Brown Deputy

(seal)

O. G. Weaver County Clerk,

#274785 EC

Allotment Deed 35119,

Cherokee Citizen Roll-No 6403

THE CHEROKEE NATION;
(formerly indian territory)
OKLAHOMA,

TO ALL TO WHOM THESE PRESENTS SHALL COME; GREETING;

WHEREAS, By the Act of Congress approved July 1. 1902, (32 Stat., 716). ratified by the Cherokee Nation August 7, 1902, it is provided that there shall be allotted by the