

certain promissory note, this day executed and delivered by the said parties of the first part to the said party of the second part; and this conveyance shall be void if such payment be made as therein specified. But if default be made in such payment, or any part thereof, or interest thereon when due or the taxes, or if the insurance is not kept in force, then this conveyance shall become absolute, and the whole shall become due and payable, and it shall be lawful for the said party of the second part his heirs, administrators or assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisements hereby waived or not, at the option of the said party of the second part his heirs, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said parties of the first part, their heirs and assigns.

And said mortgagors further expressly agree that in case of foreclosure of this mortgage and as often as any proceedings shall be taken to foreclose same, as hereafter provided, the mortgagors will pay to the said plaintiff a reasonable attorneys fee, --- ~~a reasonable attorneys fee~~, as a reasonable attorney's or solicitor's fee therefor, in addition to all other legal costs and statutory fees; said fee to be due and payable upon the filing of petition for foreclosure, and the same shall be a further charge and lien upon the said premises described in this mortgage, and the amount thereof shall be recovered in said foreclosure suit and included in any judgment or decree rendered in any action as aforesaid, and collected and the lien thereof enforced in the same manner as the principal debt hereby secured.

In case of a failure of the parties of the first part to pay taxes, insurance and all assessments on said property, the party of the second part may pay the same, and the amount thereof shall be added to and demand a part of the principal sum and bear the same rate of interest.

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

J. G. Cardwell

Tressa E. Cardwell

STATE OF OKLAHOMA, County of Tulsa, ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 21st day of April, 1925, personally appeared J. G. Cardwell and Tressa E. Cardwell, 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.

Witness my hand and seal the day and date last above named.

My commission expires Sept. 28, 1927. (Seal)

Mona Scott, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, April 21, 1925, at 9:55 o'clock A.M. and recorded in Book 493, Page 392.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

285119 C.M.J.

MORTGAGE OF REAL ESTATE.

TREASURER'S ENDORSEMENT

This is to certify that \$ 2.60 has been received and Receipt No. 19777 issued therefor in payment of Mortgage Tax on the within Mortgage. Dated this 21 day of April 1925

W. W. Stuckey, County Treasurer

THIS INDENTURE, Made this 13th day of

April A.D. 1925, by and between R. M. Hays

and Cornelia M. Hays, husband and wife

of Tulsa County, State of Oklahoma, parties

of the first part and H. E. Hanna party