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 full fillment 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. 293

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 coventnats, 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 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 NITNESS WHEREOF, the said mortgagors have hereunto set their hands on the 19th day of September, 1924 Marvin Jones, STATE OF OKLAHOMA, ) COUNTY OF TULSA. ) SS.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 19th day of Sepfember, 1924, personally appeared Marvin Jones and Mamie E. Jones, 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.

My commission expires on the 16th day of January, 1927. Notary <sup>P</sup>ublic. Filed for tecord on Sept. 22, 1924 at 3:55 P. M. o'clock in Tulsa County, Tulsa, <sup>O</sup>klahoma, recorded in book 496, page 291. By Brady Brown, Deputy. (SEAL) O. G. Weaver, County Clerk.

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## OKLAHOMA REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS: That S. W. Hancock Jr., and Ruth Hancock, his wife, of Tulsa County, in the State of <sup>O</sup>klahoma, parties

TREASURFR'S ENDORSEMENT I hereby certify that I received S JH and issued Receipt No. / (c/o J) then or m payment of models of the first part, hereby mortgage to Lallie Lyons of Tulsa, Receipt No. / (c/o J) then or m payment of models of Oklahoma, party of the second part, the following described tax on the within models of the intervent of models of Oklahoma, party of the second part, the following described Dated this 10 dry of 1024 real estate and premises situated in Tulsa County, State of Okla-W. Workshey, County Leasance

Addition to the CPTF of Tulsa, Tulsa County, <sup>0</sup>klahoma, according to the recorded plat thereof: with all the improvements thereon and appurtenances thereunto belonging and warrant the title of the same. This mortgage is given to secure the principal sum of Twelve Hundred Fifty & No/100 Dollars, with interest thereon at the rate of 10 per centum per annum, payable monthly from date on deferred balance according to the terms of one certain promissory note described as follows, to-wit:

One promissory note in the sum of \$1250.00 dated September 19th, 1924, payabove in monthly installments of \$100.00 each beginning January 1st, 1925; with interest thereon at the rate of ten percent per annum, payable monthly from date on deferred balance; FIRST: The mortgagors represent that they have fee simple title to said