

and apply them to said indebtedness as well before as after default in the conditions of this mortgage and said party of the second part, its successors and assigns may demand, sue for and recover any such payments when due and payable, but shall not be required so to do. This assignment is to terminate and become null and void upon release of this mortgage.

NOW, if such payments be made as herein specified, then this mortgage shall be void and shall be released by the party of the second part, the said grantors hereby agreeing to record said release and pay for recording the same. But, if the said grantors shall fail to pay any moneys as they become due and payable by the terms of said note or notes and coupons, as stipulated therein, or if default be made in the payment of said taxes or assessments or if default be made in the said insurance agreement as provided herein, or if the buildings and improvements are not kept in good repair, or if waste is committed on said premises, then this mortgage shall become absolute, and in that case all moneys stipulated to be paid in said note or notes, coupons and in this mortgage shall immediately become due and payable, at the option of the party of the second part or its assigns, and the rate of interest in said note or notes and the coupons shall be waived, and said note or notes shall bear interest at the rate of Ten per cent per annum from date of such default until paid, and this mortgage may thereafter be foreclosed for the whole amount of said moneys, interest and costs, and upon filing suit for foreclosure said party of the second part or its assigns shall be entitled to have a receiver appointed by the Court to take charge of said mortgaged premises during such litigation, and in case of commencement of suit for foreclosure of this mortgage by reason of any default by said grantors, said grantors hereby agree to pay to the holder and owner of said note or notes and mortgage ten per cent of the principal and interest then due as attorney's fees for the foreclosure of said mortgage, which attorney fees shall be secured by this mortgage the same as any other moneys herein mentioned.

The said grantors hereby expressly waive the appraisement of said mortgaged real estate and all benefits of the homestead and stay laws of said State.

IN WITNESS WHEREOF, grantors have hereunto set their hands and seals the day and year first above written.

STATE OF OKLAHOMA,
WASHINGTON COUNTY,

} SS.

Henry B. Haddock. (SEAL)
Mary E. Haddock. (SEAL)

On the 24th day of Sept. A. D. 1924, before me, a Notary Public in and for said County and State, personally appeared Henry B. Haddock, and Mary E. Haddock, his wife, personally to me known to be the identical persons described in and who executed the within and foregoing instrument as grantors and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes thereon set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Vera *Wiggle* on the day and date last above written.

(Seal) My commission expires July 26, 1927.

Mary Garlinghouse, Notary Public.

Filed for record in Tulsa County, Tulsa, Oklahoma on Oct. 8, 1924 at 4:30 P. M. o'clock

recorded in book 496, page 457.

By Brady Brown, Deputy.

(Seal) O. G. Weaver, County Clerk.

269082-CW.

M O R T G A G E

IN CONSIDERATION of the sum of One hundred fifty-five and 78/100 DOLLARS, we, Henry B. Haddock and Mary E. Haddock his wife, of Tulsa County, State of Oklahoma, of the first part, have sold and do hereby grant and convey unto WADDELL INVESTMENT COMPANY, a corporation, of the second part, the real estate situated in the

WADDELL INVESTMENT COMPANY
16859
8 Oct 1924
O. G. Weaver, County Clerk
Deputy

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CONFIRMED BY
PS - Jk