

make and maintain such insurance and pay such taxes and assessments then these presents shall be wholly discharged and void, otherwise shall remain in full force and effect. If said insurance is not effected and maintained, or if any and all taxes and assessments which are or may be levied and assessed lawfully against said premises, or any part thereof, are not paid before delinquent, then the mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of ten per cent per annum, until paid, and this mortgage shall stand as security for all such payments; and if said sums of money or any part thereof is not paid when due, or if such insurance is not effected and maintained or any taxes or assessments are not paid before delinquent, the holder of said notes and this mortgage may elect to declare the whole sum or sums and interest thereon due and payable at once and proceed to collect said debt including attorney's fees, and to foreclose this mortgage, and shall become entitled to possession of said premises.

Said first parties waive notice of election to declare the whole debt due as above and also the benefit of stay, valuation or appraisal laws,

IN WITNESS WHEREOF, said parties of the first part have hereunto set their hands this 4th day of October, 1924.

STATE OF ARKANSAS,  
COUNTY OF BENTON,

} SS.

W. H. Dunlap,  
Claudia Dunlap.  
B. H. Ball.  
Mary D. Ball.

Before me, a Notary Public, in and for the above named County and State, on this 6th day of October 1924, personally appeared W. H. Dunlap and Claudia Dunlap, his wife, and B. H. Ball and Mary D. Ball, his wife, to me personally 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 signature and official seal, the day and year last above written. My commission expires Jan 17, 1925 (Seal) W. L. Limeback, Notary Public. Filed for record in Tulsa County, Tulsa, Oklahoma on Oct. 9, 1924 at 4:00 P. M. o'clock recorded in book 496, page 466. By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.

269184-CW.

REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS; That Emily M. Hardy and Dana P. Hardy, her husband, of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Clara W. Harwood party of the second part, the following described real estate and premises situated in - County, State of Oklahoma, to-wit: Lot Twenty-two (22)

Block One (1) Ridgedale Terrace Addition to the City of Tulsa. with all improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of ELEVEN HUNDRED DOLLARS with interest thereon at the rate of eight per cent, per annum payable monthly from date according to the terms of one certain promissory note described as follows, to-wit: One note for \$1100.00, dated October 7th, 1924 and due in six months.

Said first parties agree to insure the buildings on said premises for their reasonable value for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first parties agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first parties further expressly agree that in case of foreclosure of this mortgage and as often as any proceeding shall be taken to foreclose same as herein provided, the mortgagor will pay to the said mortgagee One hundred Ten Dollars as attorney's or

4960

PS 2/14

16874  
W. W. Dunlap, County Clerk