

and effect, but if default be made in the payment of the notes, or any of them, when due, or in case default in the performance of or refusal to observe any of the covenants, agreements or conditions herein contained, the entire principal sum hereby secured and all interest thereon may at the option of the mortgagee and without notice be declared due and payable at once and this mortgage may thereon be foreclosed immediately to enforce payment thereof, including interest, costs, charges including all sums paid out for abstracts or supplemental abstracts covering said property and fees including attorney's fees herein mentioned or contemplated and mortgagee shall, at once upon the filing of petition for foreclosure of this mortgage, be forthwith entitled to the immediate possession of the above described premises and may at once take possession of the same and receive and collect the rents, issues and profits therefrom and if necessary may have a receiver appointed by the court of proper jurisdiction for such purposes and all costs, charges and fees incurred shall constitute and be an additional lien under the terms of this mortgage.

Said mortgagee waives notice of election to declare the whole debt due as above provided, and also the benefit of stay, valuation, or appraisement laws. All of the covenants, agreements and terms contained herein shall be binding on the mortgagors, their heirs, personal representatives and assigns, and shall be for the benefit of the mortgagee its successors and assigns.

In witness whereof, said parties of the first part have hereunto set their hands the day and year first above written.

Ada C. Sabourin
Charles F. Sabourin,

State of Oklahoma, Tulsa County, SS.

Before me, E. H. Gilbert, a Notary Public, in and for said County and State, on this 30 day of October, 1924, personally appeared Ada C. Sabourin, and Charles F. Sabourin, her husband, 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 official seal in said County and State the day and year last above written.

(SEAL) E. H. Gilbert, Notary Public.

My commission expires July 26, 1926.

Filed for record in Tulsa Co. Okla. on Oct. 30, 1924, at 4:20 P.M. recorded in book 407, page 245, Brady Brown, Deputy,

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

270909 - BH

ORDER.

State of Iowa)
Mahaska County) SS
I, W. T. Martin, Clerk of the District Court of Iowa, in and for Mahaska County, do hereby certify that as shown by Probate Docket 8 at page 267, that S. A. Darland was appointed administrator of the estate of W. L. Darland on the 14th day of April 1904, that he gave bond in the sum of \$6000.00, and letters of administration was issued to him on said date, that on April 25, 1905, said administrator filed his final report in said estate, and said report was approved by the Court and order of distribution made thereon, on Apr. 25, 1905.

In testimony whereof, I have hereunto set my hand and affixed my official seal at Oskaloosa, Mahaska, County, Iowa, this 27th day of October, 1924.