

prior encumbrance in full, or the amount due thereon whether principal or interest, or may pay off the entire prior encumbrance in full, and mortgagors agree forthwith to repay same with interest at the rate of ten per cent (10%) per annum from date of such advancement, and the lien of this mortgage shall extend to and protect such advances and interest and if the same be not paid within thirty (30) days from date of advancement, the holder of the note secured hereby may at any time thereafter proceed to foreclose this mortgage and all the indebtedness secured by said note, shall become at once due and payable at the option of the holder thereof.

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 fulfillment 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.

Fifth: Grantors agree that in case default occurs upon this mortgage indebtedness or any part thereof, and suit is instituted to collect 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 covenants, 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 an additional lien on said premises, and shall become due upon the filing of petition or cross petition or foreclosure.

Sixth: Mortgagors further agree that in the event action is brought to foreclose this mortgage <sup>for</sup> 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 witness whereof, the said mortgagors have hereunto set their hand on the 1st day of November, A. D. 1924.

J. E. Karr,  
Ada Karr.

State of Oklahoma )  
Tulsa County ) SS

Before me, the undersigned, a Notary Public, in and for said County and State on this 1st day of November, 1924, personally appeared J. E. Karr and Ada Karr, 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 whereof, I have hereunto set my hand and notarial seal the date above mentioned,

(Seal) Estella C. Merrifield, Notary Public.

My commission expires on the 21st day of April, 1925.

Filed for record in Tulsa Co. Okla. on Nov. 6, 1924, at 11:00 A. M. recorded in book 497, page 311, Brady Brown, Deputy,

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

271354 - BH

OKLAHOMA REAL ESTATE MORTGAGE.

Know all men by these presents: That J. D. Waters and Nora Waters, his wife, of Tulsa County, in the State of Oklahoma, parties of the first part, hereby mortgage to Mell Brin, party of the second part the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lots twelve (12) and thirteen (13) in block seventeen (17) Owen addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof,

with all the improvements thereon and appurtenances thereto belonging and warrant the title to the same.

COMPARED BY  
PS and Jim

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 25.00 and issued  
Receipt No. 19253 hereon in payment of mortgage  
made on the within mortgage.

Dated this 6th day of Nov. 1924  
W. W. Stanley, County Treasurer