

49.

from date said sums are expended, all such sums shall be secured by this mortgage and be collected in the same manner as the principal debt hereby secured.

Now, if the parties of the first part shall fail to pay, or cause to be paid, any of the note or notes secured hereby, or shall fail in any of the terms or conditions of the said prior bond or mortgage, or if at any time there remains unpaid any interest, insurance premiums, taxes or assessments, after the same becomes due, or should said mortgagors commit waste on said described premises, then the said note and all the sums secured by this mortgage shall immediately become due and payable, at the option of the holder hereof, without notice or demand and the holder hereof may at once cause this mortgage to be foreclosed and shall be entitled to recover attorney's fees in the sum of ten per cent. of the amount hereby secured, in no event less than Fifty Dollars, the said sum to be adjudged a lien upon said lands and secured by this mortgage; and shall be entitled upon the breach of any of the conditions herein to the immediate possession of the said premises and to the rents and profits thereof, and, the said mortgagors hereby covenant and agree to give peaceable possession thereof as aforesaid and in case the mortgagee or the holder of this mortgage shall institute proceedings in court to foreclose this mortgage the parties hereto agree that a receiver may be appointed by the court to preserve the same and collect the rentals and profits therefrom without regard to the question of value.

It is agreed that this mortgage shall secure the payment of any sums which may be hereafter advanced or material hereafter furnished by the mortgagee for the purpose of building upon, improving or repairing the premises herein described.

The foregoing conditions being performed this conveyance to be void, otherwise in full force and effect.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

Henry G. Hearne

Mrs. Alice E. Hearne

STATE OF OKLAHOMA,)
County of Tulsa) ss.

Before me, a Notary Public, in and for said County and State, on this 24th day of October 1924 personally appeared Henry C. Hearne and Alice E. Hearne, husband and wife and - - - - - 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 June 5th, 1927 (SEAL) R. L. Kifer, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, Oct 29, 1924 at 4:10 o'clock P. M. in Book 498, page 280

By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk

270789 C.J.

A G R E E M E N T

THIS AGREEMENT, made and entered into this ---- day of October, 1924, by and between S. R. Lewis and Elizabeth B. Lewis his wife, parties of the first part, and Cunningham Company, a corporation, party of the second part,

WITNESSETH:

THAT, WHEREAS, the parties of the first part are this day conveying unto the party of the second part the following described property situated in Tulsa County, Oklahoma, to-wit:

That part of the Southwest Quarter of the Southeast Quarter of Section 28,