

due and payable, and proceed to foreclose this mortgage lien to satisfy the rentals for the entire term. And second party hereby covenants and agrees that at the time the properties above mortgaged shall be placed on said premises described same shall be fully paid for and free and clear of all incumbrances save and except the lien herein above granted.

Demands of payments, and actual notice to the second party as mortgagor of the time and place of sale are hereby waived by said second party, in case of foreclosure. And an attorneys fee of \$25 and ten per cent of the amount of the indebtedness shall be taxed and made a part of the costs of foreclosure, in case this mortgage should be foreclosed by an attorney of record, and the name of such attorney appears as such on the notices of sale.

11. In the construction of the buildings on the premises described as hereinbefore provided for, to be done by the first party hereto, the plumbing shall be installed and roughed in ready for the installation of fixtures which is to be done by first party at such time as the water from the lines of the City of Tulsa or from any other source available and satisfactory to both parties is accessible for connecting with such building and fixtures, and at the installation of the fixtures the first party shall also construct and provide septic tank for the sewerage and appropriate connections with the same for the discharge of sewage therein.

12. Second party shall pay all water rents and other running expenses, make all needed and proper repairs to plumbing water pipes and other fixtures and shall hold said premises during the term of this lease and return same to first party at the expiration or cancellation thereof, in as good condition as when taken, necessary and usual wear and tear excepted;

13. This contract shall be binding on the parties hereto, their administrators, executors, heirs and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands, in duplicate, this the 4th day of October, 1924.

Chas P. Yadon  
FIRST PARTY.

G. G. Hilford  
SECOND PARTY.

STATE OF OKLAHOMA )  
COUNTY OF TULSA. )

Before me, a Notary Public in and for said county and State, on this the 4th day of October 1924, personally appeared Chas. P. Yadon, and G. G. Hilford, 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.

Given under my hand and seal of office this the day and year last above written.

My Commission expires Mar. 24, 1925 (SEAL) Kathryn Sontag, Notary Public  
Filed for record in Tulsa County, Tulsa Oklahoma, Nov 8, 1924 at 10:00 o'clock A. M. in Book 498, page 378

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