

TREASURER'S ENDORSEMENT

I hereby certify that I received \$220 and issued
Receipt No. 17606 therefor in payment of mortgage
tax on the within mortgage.

Dated this 2 day of Dec 1924

W. W. Sucker, County Treasurer

mortgage will accept from the mortgagor a duly executed release of the same, have it recorded and pay the cost of recording.

A failure to comply with any of the agreements herein shall cause the whole debt secured hereby to at once become due and collectible, if said second party or assigns so elect, and no demand for fulfillment of conditions broken, nor notice of election to consider the debt due shall be necessary previous to commencement of suit to collect the debt hereby secured or any part thereof, or to foreclose this mortgage; and if suit is commenced to foreclose this mortgage the second party, its successors and assigns, shall be entitled to have a receiver appointed to take charge of said real estate during such litigation and period of redemption from sale thereunder, accounting to the mortgagor for the net income only, applying the same in payment of any part of the debt secured hereby remaining unpaid.

In event of failure of said first party to keep said premises free from judgments, mechanics' liens or other statutory liens or pay the interest on or principal of any prior mortgage on said premises when due, or insurance premiums, taxes or assessments upon said property, said second party may pay the same, together with the penalties and interest thereon, and all sums so paid and the expense of continuation of abstract and all expenses and attorneys' fees incurred by second party, or its assigns, by reason of litigation with third parties to protect the lien of this mortgage shall be recoverable against said first party with penalties upon tax sales, and shall bear interest at the rate of ten per cent per annum, payable annually and be secured by this mortgage; and it is expressly understood and agreed that the payment by said second party, its successors or assigns, of insurance premiums, taxes, or assessments upon said property, judgments, mechanics' liens or other statutory lien or interest on or principal of any prior mortgage on said premises shall not be construed or held to be a waiver of default as herein provided, or prevent the holder hereof from declaring the entire debt secured hereby due and payable and foreclosing this mortgage, whether such payment be made prior or subsequent to the exercise of option to declare the debt due and foreclose this mortgage as herein provided.

And in case of foreclosure hereof said first parties hereby agree to pay the sum of Four hundred fifty (\$450.00) Dollars, attorney's fees in such foreclosure suit, to be secured by this mortgage, which shall be due and payable when suit is filed, and for the consideration above hereby expressly waive the appraisal of said real estate and all benefits of the homestead and stay laws of said state.

Dated this 2nd day of December, 1924.

Jean C. Heald

M. J. Heald

STATE OF OKLAHOMA,)
TULSA COUNTY.) SS

Before me, the undersigned Notary Public, in and for said County and State, on this 2nd day of December, 1924, personally appeared M. J. Heald and Jean C. Heald, 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 my hand and official seal the day and date first above written.
My commission expires Dec. 28, 1927. (Seal) Ruth Blair Notary Public

Filed for record in Tulsa County, Tulsa, Oklahoma on Dec. 3, 1924 at 11:30 A. M. o'clock.
recorded in Book 499, Page 335.
By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.

COMPARED BY
PS