

FIFTH. Grantors agree that in case default occurs upon this mortgage indebtedness or any part thereof, and suit is instituted to collect the same 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 morttagors or mortgagees may be made defendant in any suit affecting the title to said property which sum shall be and additional lien on said premises, she shall become due upon the filing of petition or cross petition. ~~or~~ foreclosure.

SIXTH. Mortgagors further agrees that in the event action is brought to foreclose this mortgage for 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 hands on the 28th day of November A. D. 1924.

Howard H. Trice.  
Ione Trice.

STATE OF OKLAHOMA, }  
COUNTY OF TULSA. } SS.

Before me the undersigned, a Notary Public in and for said County and State on this 28th day of November, 1924, personally appeared Howard H. Trice and Ione Trice, 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. IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the date above mentioned.

My commission expires on the 16th day of (Seal) Beulah McAllister, Notary Public. January, 1927.

Filed for record in Tulsa County, Tulsa, Oklahoma on Dec. 6th, 1924 at 10:40 A. M. o'clock recorded in Book 499, Page 355.  
By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.

#273635- CW.

OKLAHOMA REAL ESTATE MORTGAGE.

THESAUER'S ENDORSEMENT  
I hereby certify that I received \$804 and issued  
Receipt No. 17647 for the payment of mortgage  
tax on the within mortgage.  
Dated this 4 day of Dec 1924  
W. W. Smith, County Treasurer  
B. Quinn  
Deputy

KNOW/WILL MEN BY THESE PRESENTS: That Annie Brooks and David Brooks her husband of Tulsa County, in the State of Oklahoma, parties of the first part, hereby mortgage to Lewis Sealy party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Twenty-one (21) Block Three (3) in Barton Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof;  
with all the improvements thereon and appurtenances thereunto belonging and warrant the title to the same. This mortgage is given to secure the principal sum of Two thousand and no/100 Dollars, with interest thereon at the rate of 10 per centum per annum, payable monthly on deferred balance according to the terms of two certain promissory notes described as follows  
To-wit: One note dated November 29th, 1924, for \$1150.00 payable to Lewis Sealy at the rate of \$50.00 per month for 23 months beginning December 29th, 1924, together with ten percent interest payable monthly on the deferred balance; and  
One note for \$850.00 dated November 29th, 1924 payable to Lewis Sealy on November 29th, 1926 with ten percent interest on deferred balance;

FIRST. The mortgagors represent that they have fee simple title to said land, free and clear of all liens and encumbrances, except first mortgage to Tulsa Building & Loan as appears of record and hereby warrant the title against all persons, waiving hereby all rights of homestead exemption, and waive the appraisalment of said lands in case of sale under