

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 in case of default, said second party may take immediate possession of said premises; and if suit is commenced to foreclose this mortgage the said second party shall be entitled to have a receiver appointed to take charge of said real estate during such litigation and the 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, and upon sheriff's sale said first party waives the platting of homestead and agrees that said land may be sold in one body. All money paid by second party for insurance, taxes or assessments upon said property, or for taxes which may hereafter be levied upon this mortgage, and expense of continuation of abstract, and all expenses and attorney's fees incurred by said second party and 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 semi-annually, and be secured by this mortgage as a part of the mortgage debt.

And in case of foreclosure hereof, said first parties hereby agree to pay the sum of \$25.00 Dollars, attorney's fees in such foreclosure suit, to be secured by this mortgage, and for the consideration above hereby expressly waive the appraisement of said real estate and all benefits of the homestead and stay laws of the state.

Dated this 11th, day of Feb. 1909.

J. D. Fulbright

Melda May Fulbright

STATE OF OKLAHOMA, TULSA COUNTY,) SS.

On the 11th, day of Feb., A. D. ,1909, before me Chas M. Sherrill, a Notary Public in and for said County and State, personally appeared J. D. Fulbright and Melda May Fulbright, his wife personally to me known to be the identical persons who executed the within and foregoing instrument as grantors, 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 TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Bixby Oklahoma, on the day and date last above written.

Chas. M. Sherrill, Notary Public.

(SEAL) My Notarial Commission expires Oct. 1, 1909.

Filed for record at Tulsa, Okla., Feb. 15, 1909, at 8 A. M.

H. C. Walkley, Register of Deeds (SEAL)

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COMPARED

CHattel Mortgage

THIS MORTGAGE, Made this 13th, day of February, 1909, by and between Edward C. Ryan, of Tulsa, Oklahoma, by occupation an oil producer and Emma C. Ryan of the same place, his wife, mortgagors to the Farmers National Bank, of Tulsa, Oklahoma, a corporation duly organized and existing under the laws of the United States, and engaged in the Banking business in Tulsa, State of Oklahoma.

WITNESSETH: That for and in consideration of the sum of \$350.00, the receipt of which is hereby acknowledged, the said mortgagors have this day bargained, sold, granted and conveyed,