

Now if the party of the first part shall fail to pay any installment of the note secured hereby when the same shall become due, or shall fail in any of the terms or conditions of said prior bond or mortgage or said installment note, the whole sum secured hereby shall forthwith become due and payable, at the option of the holder hereof, who may immediately proceed to foreclose this mortgage, and in case of such foreclosure, and as often as any such proceedings may be had, the party of the first part agrees to pay an attorney's fee, <sup>of \$50.00 for the services of plaintiff's attorney</sup> which shall be due upon the filing of the petition in any such action, and the same shall be a lien upon the land, secured hereby, and shall be included in the judgement of foreclosure, or taxed as costs therein at the option of the holder hereof; and upon sale under any such foreclosure, the party of the first part hereby expressly waives appraisalment of said premises and agrees that the same shall be sold with or without appraisalment at the option of the party of the second part; and the party of the <sup>first</sup> ~~second~~ part expressly agrees to pay any and all sums necessary to protect the title of said premises, or to keep the same from any other liens of whatever nature, including attorneys fees in all actions attacking such title, or the validity of this mortgage; and if said prior mortgage be assigned in trust, or otherwise, to another than the second party, then any part of principal and interest secured thereby, and taken up, held, or owned by <sup>said</sup> second party, and <sup>by</sup> any other sum paid, as authorized, shall be a further lien upon said land and secured hereby, and may be included in any judgement or decree entered thereon; and all sums secured hereby, including the installments of said notes, shall draw interest at the rate of -----per centum per annum from date until paid, as provided in said installment note.

And it is hereby agreed that the consideration of the note secured hereby is-----

Signed and delivered this Fifteenth day of February, 1909.

in presence of:

Hattie L. Bridges

Hade E. Bridges.

STATE OF OKLAHOMA, TULSA COUNTY, SS.

Before me, Chas. T. Reuter, a Notary Public in and for said County and State, on this 2nd, day of March 1909, personally appeared Hattie L. Bridges, (nee Yargee) and Hade E. Bridges, wife and husband, 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 year above set forth.

Chas. T. Reuter, Notary Public.

(SEAL) My commission expires December 10-1911.

Filed for record at Tulsa, Okla., Mar. 2, 1909. at 1.45 o'clock P. M.

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

ORDER ADMITTING WILL TO PROBATE. PROBATE NO. 377.

STATE OF OKLAHOMA, )  
TULSA COUNTY. )

IN COUNTY COURT.

IN THE MATTER OF THE ESTATE OF ELENORA J. CALKINS, DECEASED.

Now, on this 19th, day of September, 1908, there coming on for hearing the petition of Edward Calkins, to have admitted to Probate the paper filed herewith on the 29th, day of August, 1908, purporting to be the last will and testament of Elenora J. Calkins, deceased, and said petitioner appearing by Abbott & Brown and James M. Hall and Jennie S. Hall, the