

for all such payments; and if said sums or sum of money or any part thereof is not paid when due, and if said insurance is not affected and maintained, or any taxes or assessments are not paid before delinquent, the holder of said note and this mortgage may elect to declare the whole sum or sums and interest thereon due and payable at once and proceed to collect said debt, including attorney's fees and to foreclose this mortgage; and shall become entitled to the possession of said premises.

Said parties of the first part waive notice of election to declare the whole debt due, as above stated, and also the benefit of stay valuation and appraisement laws.

IN WITNESS WHEREOF, the said parties of the first part, have hereunto set their hands the day and year first above written.

Vinita Clawson

Silas Clawson

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

BEFORE ME, K. C. Miller, a Notary Public, in and for said County and State, on this 5th, day of August 1909, personally appeared Vinita Clawson, and Silas Clawson, 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.

K. C. Miller, Notary Public.

(SEAL) Notary Public, within and for Tulsa County, Oklahoma. My commission expires Nov. 29, 1911.

Filed for record at Tulsa, Okla., Aug. 7, 1909, at 11.05 o'clock A. M.

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

REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS:

That James O. Smith and May Smith, his wife, of Tulsa County, State of Oklahoma, party of the first part, to secure the payment of Eighty Dollars, and the interest thereon, and other sums hereinafter mentioned, as the same fall due, hereby mortgage to The Crewson Loan and Investment Company, party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

That part of the Southeast ($\frac{1}{4}$) of the Northeast Quarter of Section Thirty Four (34) Township Nineteen (19) Range thirteen (13) East, more particularly described as follows: Commencing at the SE. corner of the Northeast Quarter ($\frac{1}{4}$) of said Section thence running North Seventy Rods; thence West Eighty rods; Thence South Seventy rods; thence East eighty rods, to the place of beginning of the Indian Meridian, and warrant the title to the same; this mortgage being subject however, to a prior mortgage of the same date, for a principal sum of Four Hundred Dollars.

The said sum secured hereby is evidenced by a certain promissory note of even date herewith, executed by the said party of the first part, and payable to the order of the party of the second part in 4 installments, 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 considerations and conditions of said prior bond or mortgage or