

placed against the premises herein conveyed, that will in any manner affect or weaken the security herein, intended so to be, or shall commit waste on said premises, or do any act whereby the property herein conveyed is made less valuable, or shall fail well and truly to keep and perform each and all of the covenants, expressed or implied, herein contained, or either or any of them then, upon the happening of any of the above contingencies, the whole amount herein secured shall become due and payable at once, without notice, if said second party so elect, anything hereinbefore contained or contained in said note, to the contrary thereof in any wise notwithstanding.

AND IT IS FURTHER EXPRESSLY AGREED, That as often as any proceeding is taken to foreclose this mortgage, said first parties shall pay said second party his successors or assigns, a sum equal to ten per cent of the total amount due on said note and this mortgage, as attorney's fee for such foreclosure in addition to all other legal costs, and that such attorney's fee shall be a lien upon the land above described and a part of the debt secured by this mortgage. Appraisement of said premises is hereby waived or not at the option of the party of the second part.

WITNESS our hand the day and year first herein above written.

Eyra H. Bivens  
Shosh E. Bivens  
Sarah E. Bivens

STATE OF OKLAHOMA )  
COUNTY OF TULSA ) SS

Before me, F. S. Hurd a Notary Public in and for said county and State, on this 10th day of November 1909, personally appeared Eyra H. Bivens and Sarah E. Bivens, his wife to me known to be this 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 last above written.

(SEAL)

F. S. Hurd, Notary Public

My commission expires Jan 21, 1911.

Filed for record Nov 11, 1909 at 1:50 o'clock P. M.

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

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COMPARED

STATE OF OKLAHOMA  
REAL ESTATE MORTGAGE

THIS INDENTURE, made this 4th day of November in the year of our Lord, One Thousand Nine Hundred nine by and between Irena Enright and James Enright wife and husband of the county of Tulsa, and State of Oklahoma parties of the first part, and Alice G. Barrows party of the second part.

WITNESSETH: That the said parties of the first part, for and in