

act whereby the property hereby conveyed is made less valuable, or shall fail well and truly to keep and perform each and all of the covenants, express 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 elect, anything hereinbefore contained or contained in said bond, 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 its successors or assigns, a sum ~~xxxx~~ equal to ten per cent of the total amount due on said bond, and this mortgage as attorney's fees 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. Appraisalment of said premises is hereby waived or not at the option of the party of the second part.

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

Signed, sealed and delivered
in the Presence of

Elizabeth A. Brown

(L.S)

Andrew J. Brown

(L.S)

E.A. Lilly.
J.L. Smiley.

STATE OF OKLAHOMA COUNTY OF TULSA S.S.

Before me E.A. Lilly a Notary Public in and for said county and state on this 11th day of April 1910 personally appeared Elizabeth A. Brown and Andrew J. Brown, 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 last above written.

(seal)

E.A. Lilly, Notary Public.

My commission expires Sept. 21, 1912.

Filed for record at Tulsa, Okla. Apr. 11 1910 at 1:15 o'clock P.M.

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

COMPARED

Oklahoma Mortgage.

THIS INSTRUMENT, Made this first (1st) day of April in the year of our Lord one thousand nine hundred and ten Between Carl C. Magee and Grace G. Magee, his wife, both of Tulsa, Tulsa County, Oklahoma, parties of the first part, and The Detroit United Bank of Detroit, Michigan, a Corporation duly organized and doing business under the laws of the State of Michigan, party of the second part,

WITNESSETH, That the said parties of the first part for and in consideration of the sum of Twenty-five hundred (2500) ^{Dollar} to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold, remised, released, enfeoffed, and confirmed, and by these presents do grant, bargain, sell, release, enfeoff and confirm unto the said party of the second part, its successors and assigns forever, all that certain piece or parcel of land, situate, lying and being in the county of Tulsa and State of Oklahoma, described as follows: Lot thirteen (13) and south half of lot Fourteen (14) all in Block Two (2) in Carlton Place Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the official plat thereof, Together with the hereditaments and appurtenances thereunto belonging or in anywise apper-