

sums so paid shall be secured by ^{the} ~~this~~ lien of this mortgage and draw interest at the ~~rate~~ rate of ten per centum per annum, provided that such payments by the mortgagee shall not operate as a waiver of the right to foreclose this mortgage under the provisions of the fourth special covenant hereinbefore set out.

SIXTH. In the event of suit being brought to foreclose this mortgage by reason of any default entitling the holder hereof to a foreclosure, an additional sum for an attorney's fee, equalling ten per cent of the amount due on this mortgage, shall be recovered and shall be included in any judgment or decree of foreclosure and as a part of the indebtedness secured by this mortgage.

Seventh. The said first parties hereby waive notice of the election to declare the whole debt due in accordance ^{with} ~~with~~ the terms of this mortgage and waive the ~~benefit~~ ^{advantage} of the premises in any judicial sale thereof at the election of the holder of this mortgage.

Dated this 6th day of May A.D. 1910.

Clara A. Latham

L.D. Latham

State of Oklahoma, Tulsa County S.S.

Before me L. Claire Powell, a Notary public in and for said county and state, on this 10th day of May 1910, personally appeared L.D. Latham and Clara A. Latham, his wife 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.

(seal)

L. Claire Powell, Notary Public.

My commission expires June 11, 1913.

Filed for record at Tulsa, Okla. May 10, 1910 at 9:50 O'clock A.M.

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

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS;

That Clara A. Latham, and L.D. Latham, her husband, of Tulsa county in the State of Oklahoma, parties of the firstpart have mortgaged and hereby mortgage to The Shattel Mortgage Company, (a corporation of Newton County, State of Missouri) party of the second part, the following described real estate and premises situated in the City of Tulsa, Tulsa County Oklahoma, to-wit:

Beginning at the north west corner of Lot One (1) of Block One Hundred and Nineteen (119) according to the official plat of the said city of Tulsa, Oklahoma, (formerly Tulsa, Indian Territory) thence at right angles with Third Street, in a Southerly direction along the alley line one Hundred (100) feet; thence at right angles in an East^{erly} direction twenty five (25) feet; thence at right angles in a northerly direction One Hundred (100) feet to Third Street; thence at right angles along Third Street, in a Westerly direction twenty five (25) feet, to the place of beginning. The same being a plot of ground 25 ~~xx~~ feet by 100 feet deep and being a part of lots one (1) and two (2) of said Block One Hundred and Nineteen (119) (excepting always ten (10) feet of ground off the rear or south end of said lot and all that part of lot two (2) which is herein con-

COMPARED