

veyed which shall forever remain open for an alley or to be used as a driveway for the use of the public)

with all the improvements thereon and appurtenances thereunto belonging and warrant the title to the same.

THIS MORTGAGE, is given subject and second to a certain mortgage executed by the grantors herin in favor of The Shartel Mortgage Company, for \$4500.00 dated May 6th, 1910

THIS MORTGAGE, is given to secure the sum of Four Hundred and Eighty & no/100 dollars according to the terms of a certain promissory note executed by the makers hereof of even date herewith which they promise to pay to the said The Shartel Mortgage Company, or order, for value received at the office of The Shartel Mortgage Company, in Neosho, Missouri, in six installments payable as follows, to-wit:

\$90.00 on May 6th, 1911, \$86.00 on May 6th, 1912; \$82.00 on May 6th, 1913;

\$78.00 on May 6th 1914; \$74.00 on May 6th, 1915, and \$70.00 on May 6th, 1916.

without interest, if each installment is paid when due, but if any of said installments shall not be paid when due then all of said installments shall immediately become due and payable, and bear interest at the rate of 10 per cent per annum until paid.

The parties of the first part hereby make the following special covenants to and with the said party of the second part and its successors and assigns:

FIRST. Upon the failure to pay any part of the indebtedness hereby secured either principal or interest, at the time the same becomes due, the holder of this mortgage may declare the entire sum or sums secured hereby due and payable without notice and shall be entitled to a foreclosure of this mortgage for the satisfaction thereof. And the parties of the first part for said consideration do hereby expressly waive appraisalment of said real estate and all benefits of the homestead exemption and stay laws of Oklahoma.

SECOND, 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 percent 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.

THIRD. The said first parties hereby waive notice of the election to declare the whole debt due in accordance with the terms of this mortgage and waive the benefit of appraisalment 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. Claine 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.