

desirable for their present uses and purposes; that no unnecessary accumulation of combustible material shall be permitted on the premises; that all fixtures now installed of which may hereafter be installed in or about the improvements on said premises shall be kept in a good state of repair so that the same will be useful and suitable for the purpose for which they have been or may be installed and so that damage will not result to the improvements or any portion thereof from a failure to maintain such fixtures in proper repair, and in case any damage should result from any cause, proper and suitable repairs will be immediately done and installed so that the improvements on said premises will be maintained in at least as good condition as the same are at the present time, ordinary wear and tear excepted.

Said mortgagors further expressly agree that in case of foreclosure of this mortgage, and as often as any proceeding shall be taken to foreclose same as herein provided, attorney fees as provided in any of the notes above described will be paid to said mortgagor. Said fees shall be due and payable upon the filing of the petition for foreclosure and the same shall be a further charge and lien upon said premises and the amount thereof shall be recovered in said foreclosure suit and included in any judgment rendered, and the lien thereof enforced in the same manner as the principal debt hereby secured.

Now if said mortgagors shall pay or cause to be paid to said mortgagee, its successors or assigns, said sums of money specified in the above described notes, together with the interest thereon according to the terms and tenor of said notes, and shall keep and perform during the existence of this mortgage the covenants and agreements herein contained, then these presents shall be wholly discharged and void, otherwise the same shall remain in full force and effect, but if default be made in the payment of the notes, or any of them, when due, or in case default in the performance of or refusal to observe any of the covenants, agreements or conditions herein contained, the entire principal sum hereby secured and all interest due thereon may at the option of the mortgagee and without notice be declared due and payable at once and this mortgage may thereupon be foreclosed immediately to enforce payment thereof, including interest, costs, charges and fees herein mentioned or contemplated, and mortgagee shall, at once upon the filing of petition for the foreclosure of this mortgage, be forthwith entitled to the immediate possession of the above described premises and may at once take possession of the same and receive and collect the rents, issues and profits therefrom and if necessary may have a receiver appointed by a court of proper jurisdiction for such purposes and all costs, charges and fees incurred shall constitute and be an additional lien under the terms of this mortgage.

Said mortgagors waive notice of election to declare the whole debt due as above provided and also the benefit of stay, valuation or appraisal laws. All of the covenants, agreements and terms contained herein shall be binding on the mortgagors their heirs, personal representatives and assigns, and shall be for the benefit of the mortgagee, its successors and assigns.

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

Benjamin F. Finney
Viola B. Finney

STATE OF OKLAHOMA Tulsa County, ss.

Before me E.P. Jennings, a Notary Public in and for said County and State, on this 15th day of June 1922, personally appeared Benjamin F. Finney and Viola B. Finney, 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.