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this mortgage hereinbefore enumerated, as well as for the failure to pay any part of the indebtedness hereby secured, either principal or interest, at the time the same become 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.

FIFTH. In case of default in payment of any insurance premium, taxes or assessments, the holder of this mortgage may pay and discharge the same, and all such sums so paid shall be secured by the lien of this mortgage and draw interest at the rate of ten per cent per annum, provided that such payments by the mortgagee shall not operate as a waiver of the right to foreclose the mortgage under the provisions of the fourth special covenants hereinbefore set out.

SIXTH. Upon any default entitling the holder hereof to a foreclosure and if the indebtedness secured by this mortgage shall be collected by an attorney or through proceedings in any County, State or Federal Court, an additional sum of ten per cent of the amount due shall be recovered as attorney's fees and shall be included in any judgment or decree of foreclosure as a part of the indebtedness secured by this mortgage.

SEVENTH. Parties of the first part, for said consideration, do hereby expressly waive appraisal of said real estate and all benefits of the homestead, exemption and stay laws in Oklahoma.

Dated this 16th day of August 1922.

Witnesses to mark of

Joe Zabieniski

Augusta Zabieniski:

Augusta X Zabieniski

Paul Zabieniski

W. E. Townsend

STATE OF OKLAHOMA )  
 ) ss  
Tulsa County. )

Before me, F. D. Kennedy a Notary Public in and for said County and State, on this 16th day of August 1922, personally appeared Joe Zabieniski and Augusta Zabieniski, his wife, 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.

My commission expires August 10th, 1925- (SEAL)

F. D. Kennedy, Notary Public

STATE OF OKLAHOMA, )  
 ) SS.  
COUNTY OF TULSA. )

Before me, the undersigned, a Notary Public within and for said County and State, on this 16th day of August, 1922, personally appeared Augusta Zabieniski, wife of Joe Zabieniski, to me known to be the identical person who executed the within and foregoing instrument by her mark in my presence and in the presence of Paul Zabieniski and W. E. Townsend as witnesses, and acknowledged to me that she executed the same as her 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.

My Commission expires August 10th, 1925 (SEAL)

F. D. Kennedy, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Aug 17, 1922 at 4:40 o'clock P. M.  
in Book 412, page 556

By F. Delman, Deputy

(SEAL)

O. D. Lawson, County Clerk