

shall be a lien on said premises added to the amount secured by these presents, and shall be payable on demand, with interest at ten (10) per cent per annum. AND IT IS ALSO AGREED That should any default be made in the payment of any of the items mentioned in this mortgage on the day when the same are made payable by this mortgage or said note or should said first party fail or neglect to pay, or cause to be paid all taxes assessments or public rates levied upon said premises, when the same become due and payable under the laws of Oklahoma, or shall allow or permit any legal or equitable liens to stand or to be placed against the premises herein conveyed, that will in any manner affect or weaken the security herein intended so to be, or shall commit waste on said premises or do any act whereby the property herein conveyed is made less valuable or shall fail well and truly to keep and perform each and all of the covenants expressed 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 so elect anything hereinbefore contained in said note 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 party shall pay said second party, his heirs, executors, successors or assigns, a sum equal to ten per cent of the total amount due on said note and this mortgage, as attorney's fee 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. Appraisement of said premises is hereby waived or not at the option of the party of the second part.

Witness our hands the day and year first herein above written.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 20 and issued Receipt No. 1241 therefor in payment of mortgage tax on the within mortgage.

Dated this 11 day of Sept 1922

WAYNE L. DICKEY, County Treasurer

Charles K. McLeod

Edith J. McLeod

State of Oklahoma, 4 )  
 ) se. 4 County

County of Okmulgee, ) Before me, the undersigned a Notary Public,

in and for said County and State on this 13th day of June 1922, personally appeared Charles K. McLeod and Edith J. McLeod 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) R. S. Morrison,

My Commission expires November 30th 1925.

Notary Public.

Filed for record in Tulsa County Tulsa, Oklahoma Sept 11th 1922 at 8:00 O'clock A.M. Book 416 page 169

By F. Delman Deputy

(SEAL) O. D. Lawson County Clerk