

years One note of \$200.00 dated September, 11, 1922 and due in three years  
Three notes of \$100.00 each all dated September, 11, 1922 and due in three  
years.

Said first parties agree to insure the buildings on said premises for their reasonable  
value for the benefit of the mortgagee and maintain such insurance during the  
existence of this mortgage said first parties agree to pay all taxes and assessments  
lawfully assessed on said premises before delinquent.

SAID FIRST parties further expressly agree that in case of *foreclosure* this mortgage and as  
often as any proceeding shall be taken to foreclose same as herein provided,  
the mortgagor will pay to the said mortgagee Two Hundred Fifty dollars as attorney's  
or solicitor's fees therefor, in addition to all other statutory fees; said fees  
to 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 described in this mortgage,  
and the amount thereon shall be recovered in said foreclosure suit and included  
in any judgment or decree rendered in action as aforesaid, and collected and the  
lien thereof enforced in the same manner as the principal debt hereby secured.

Now if the said first parties shall pay or cause to be paid to said second party  
its heirs or assigns said sums of money in the above described notes mentioned  
together with the interest thereon according to the terms and tenor of said notes  
and shall make and maintain such insurance and pay such taxes and assessments then  
these presents shall be wholly discharged and void, otherwise shall remain in full  
force and effect. If said insurance is not affected and maintained or if any and  
all taxes and assessments which are or may be levied and assessed lawfully against  
said premises or any part thereof, are not paid before delinquent then the mortgagee  
may effect such insurance or pay such taxes and assessments and shall be allowed  
interest thereon at the rate of ten per cent per annum, until paid and this mortgage  
shall stand as security for all such payments and if said sums of money or any part  
thereof is not paid when due, or if such insurance is not effected and maintained  
or any taxes or assessments are not paid before delinquent the holder of said  
notes and this mortgage may elect to declare the whole sum or sums and interest  
thereon due and payable at once and proceed to collect said debt including attorney's  
fees, and to foreclose this mortgage, and shall become entitled to possession of  
said premises.

Said first parties waive notice of election to declare the whole debt due as above  
and also the benefit of stay, valuation or appraisement laws.

IN Witness Whereof said parties of the first part have hereunto set their hands  
this 11th day of September 1922.

L.H. Agard,

W.G. Agard

State of Oklahoma, )  
County of Tulsa, ) ss.

Before me a Notary Public in and for the above named

County and State, on this 11th day of September 1922 personally  
appeared L.H. Agard and W.G. Agard her husband to me personally 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.