

tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

The parties of the first part agree to keep the buildings on said lot insured for \$ _____. In case that papers for foreclosure are filed, parties of the first part agree to pay a reasonable attorney's fee of ten per cent, of whatever amount the party of the second part is liable for as surety.

It is distinctly agreed and understood that the said N.W. Mayginnis is merely an accommodation surety on said note and that this mortgage is to hold him harmless and free from any loss by reason of said suretyship, and to hold him harmless and free from loss by reason of the execution, if any, of any extensions or renewals of said note, or any extensions or renewals of any part of said note, or any other loans which the said bank may make to said W.A. Marquis, if the party of the second part becomes surety on said loan or loans.

Now, if the parties of the first part shall pay or cause to be paid to said bank said note, or any other indebtedness for which this mortgage is security, then this mortgage shall be wholly discharged and void; otherwise it shall remain in full force and effect. If said note or any part thereof, or any extensions or renewals thereof, or the extension or renewal of any part thereof, or any other indebtedness for which the said party of the second part has become surety, is not paid when the same is due, or if the taxes or assessments levied against said premises, or any part thereof are not paid when due, or if the insurance is not paid when due, second party may pay the same and the amount so paid shall become a part of this indebtedness and shall bear interest at the rate of ten per cent. per annum, and the party of the second part shall be entitled to possession of the premises. Appraisement is not waived.

This mortgage is subject to two other mortgages, the first of which is a mortgage of about \$2600.00 held by the Aetna Building & Loan Association of Topeka, Kansas. The Second of said mortgages is a mortgage of \$1400.00 to E.E.Dix of Tulsa, Oklahoma. Both of the mortgages just mentioned are now of record in the office of the County Clerk of Tulsa County, Oklahoma. The said mortgage to the Aetna Building & Loan Association is a first mortgage on this property; the said mortgage to E.E.Dix is a second mortgage on this property; and the instant mortgage is a third mortgage on this property and said third mortgage is subject to the aforesaid mortgage to the Aetna Building & Loan Association and the mortgage to the said E.E.Dix.

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

W.A. Marquis

Mrs. Ada L. Marquis

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

BEFORE me, the undersigned, a Notary Public in and for said County and State, on this 31st day of August, 1922, personally appeared W.A. Marquis and Ada L. Marquis, husband and 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.

Given under my hand and seal the day and year last above written.