of time for the payment of said principal debt, to evidence said principal or the interest upon the same during the said time of extension, and all money paid by second party for insurance, taxes and assessments upon the property herein described.

269

Seventh. Said parties of the first part hereby agree that in the event action is brought to foreclose this mortgage they will pay a reasonable attorney's fee of Three Hundred Dollars, which this mortgage also secures, to become due and payable when suit is filed, and thay do hereby expressly waive the appraisement of said real estate.

Eighth. It is further agreed that in the event any of the land hereinabove described is sought to be used by virtue of the law of eminent domain or for public purposes under any law authorizing the appropriation of private property for public purposes, the said parties of the first part, their administrators, executors or assigns will promptly notify the party of the second part or its assigns of the institution of proceedings in eminent domain, or any attempt to purchase or appropriate said property or any part thereof, and agree and direct that all condemnation or purchase money which may be agreed upon or which may be found to be due, shell be paid to the party of the second part and be credited upon the balance due hereunder.

" rhe foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue.

IN TESTIMONY WHEREOF, the said parties of the first part hereunto subscribe their names and affix their seal on the day and year first above mentioned.

> Charles Trimble Lily V. Trimble C. I. Trimble new in fact for John

Attorney in fact for John W. Trimble, Eli Trimble, Sallie J. Williams, Hulda M. Good and A. D. Good.

Max D. Campbell, Notary Public.

State of Oklahoma, County of Tulsa.ss.

126

Before me, the undersigned, a Notary Public in and for said County and State, on this 28th day of November 1922, personally appeared Charles Trimble and Lily V. Trimble, 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. (Seal) My commission expires 8-14-1926.

STATE OF OKLAHOMA, County of Tulsa.ss. Before me the undersigned a Notary

Before me, the undersigned, a Notary Public, in and for said County and State on this 28th day of November, 1922, personally appeared <u>Charles I. Trimble</u>, to me known to be the identical person who executed the within and foregoing instrument, as attorney in fact for Hulda M. Good, A. B. Good, John W. Trimble, Eli Trimble and Sallie J. Williams, and acknowledged to me that he executed the same as his free and voluntary act and deed as such attorney in fact, and as the free and voluntary act and deed of Hulda M. Good, A. B. Good, John W. Trimble, Eli Trimble and Sallie J. Williams, end acknowledged to me that he executed the same as his free and voluntary act and deed as such attorney in fact, and as the free and voluntary act and deed of Hulda M. Good, A. B. Good, John W. Trimble, Eli Trimble and Sallie J. Williams, for the uses and purposes therein set forth.

Witness my hand and official seal.

(Seal) Max W. Campbell, Notary Public, My commission expires 8-14-1926. Filed for record in Tulsa, Tulsa County, Oklahoma, Nov. 29, 1932, at 4:20 o'clock P.M. and recorded in Book 426, Page 267. By F. Delman, Deputy. (Seal) 0. D. Lawson, County Clerk.