premises. Said party of the second part, or the legal holder or holders of said note, may deliver said policy to said parties of the first part, and require the collection of the same and payment made of the proceeds as last above mentioned. FIFTH. Said parties of the first part hereby agree that if the 119

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maker of said note shall tail to pa_v or cause to be paid any part of said money, either principal or interest, according to the tenor and effect of said note and coupons, when the same becomes due, or to conform or comply with any of the foregoing conditions, or agreements, the whole sum of money hereby secured shall, at the option of the legal holder pr holders hereof, become due and payable at once without notice.

AND the said parties of the first part, for said consideration, do hereby expressly waive an appraisement of said real estate, and all benefits of the homestead exemption and stay laws of the State of Oklahoma. The foregoing conditions being performed, this covenant to be void; otherwise of full force and virtue.

SIXTH. In case of default of payment of any sum herein covenanted to be paid, for the period of thirty days after the same becomes due, or in default of performance of any covenant herein contained, the said first part...agree.. to pay to the said secondcparty and its assigns, interest at the rate of 10 per cent per annum, computed annually on said principal note, from the date thereof to the time when the money shall be actually paid. Any payments made on account of interest shall be credited in said computation so that the total amount of interest collected shall be, and not exceed, the legal rate of 10 per cent per annum.

SEVENTH. It is further agreed that on the filing of any petition to foreclose this mortgage the first parties shall pay a reasonable attorney's fee of not less than Three Hundred Dollars, and the same to be secured by this mortgage and to be taxed as a part of the costs in said action.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto subscribed their hames and affixed their seals on the day and year above menticped.

> Edwin A. Craig Maud R. Craig.

Executed and delivered in the presence of.....

State of Oklahoma, Tulsa County, ss.

Before me the undersigned Notary Public in and for said County and State on this 6th day of Nov. 1912, personally appeared Edwin A. Craig and Maud R. Craig 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

written.

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(SEAL) Laura Steven's, Notary Public. Myncommission expires May 14th, 1924. Filed for record in Tulsa, Tulsa County, Oklahoma. Nov. 8, 1922 at 11:10 o'clock A. M. and recorded in book 430 at page 117. By F. Delman, Deputy (SEAL) O. D. Lawson, County Clerk.