

mortgage on said premises when due, or insurance premiums, taxes or assessments upon said property, said second party may pay the same, together with the penalties thereon, and all sums so paid and the expense of continuation of abstract and all expenses and attorney's fees incurred by second party, or its assigns, by reason of litigation with third parties to protect the lien of this mortgage shall be recoverable against said first party with penalties upon tax sales, and shall bear interest at the rate of ten per cent per annum, payable annually and be secured by this mortgage, and it is expressly understood and agreed that the payment by said second party, its successors or assigns, or insurance premiums, taxes or assessments upon said property, judgments, mechanics' liens or other statutory lien or interest on or principal of any prior mortgage on said premises shall not be construed or held to be a waiver of default as herein provided, or prevent the holder hereof from declaring the entire debt due and payable and foreclosing this mortgage whether such payment be made prior or subsequent to the exercise of option to declare the debt due and foreclose this mortgage, as herein provided.

And in case of foreclosure, hereof, said first parties hereby agree to pay the sum of seventy five dollars, as attorneys' fees in such foreclosure suit, to be secured by this mortgage, which shall be due and payable when suit is filed, and for the consideration above hereby expressly waive the appraisal of said real estate and all benefits of the homestead and stay laws of said state.

Dated this 2nd day of January, 1923.

Harry A. Hughes,
Mattie L. Hughes.

State of Oklahoma }
County of Tulsa)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 3rd day of January, 1923, personally appeared Harry R. Hughes and Mattie L. Hughes, 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.

My commission expires Jan 12, 1926.

(SEAL) C. C. McGilvray, Notary Public.

Filed for record in Tulsa County, Okla. on Jan 3, 1923, at 4:40 P.M. and duly recorded in book 432, page 132, By Brady Brown, Deputy, (SEAL) O. C. Weaver, County Clerk.

218119 - BH COMPARED

AFFIDAVIT.

State of Oklahoma }
County of Tulsa)

To whom it may concern: Robert R. Burns, being duly sworn, on oath according to law, deposes and says that on and prior to October 31st, 1921, he was employed as an attorney and counsellor at law by Minnie H. Robinson, to institute in the District Court within and for Tulsa County, Oklahoma, a certain suit against Anna L. Feistel and Elmer E. Feistel, for the foreclosure of a certain real estate mortgage covering lot four in Block 2, in Sunset Hill addition to the City of Tulsa, according to the recorded plat thereof.

That on said date he prepared and filed in District Court of Tulsa County, Oklahoma, a petition on behalf of Minnie H. Robinson against the said Anna L. Feistel and Elmer E. Feistel, as directed, being cause number 16784, and as such attorney