

Cost of Litigation.

TWELFTH- if any action or proceeding be commenced (except an action to foreclose this mortgage or to collect the debt secured thereby), to which action or proceeding the holder of this mortgage is made a party, or in which it becomes necessary to defend or uphold the lien of this mortgage all sums paid by the holder of this mortgage for the expense of any litigation to prosecute or defend the rights and lien created by this mortgage, (including reasonable counsel fees) shall be paid by the mortgagor, together with interest thereon at the rate of ten per centum per annum, and any such sum and the interest thereon shall be a lien on said premises, prior to any right, or title to, interest in or claim upon said premises, attaching or accruing subsequent to the line of this mortgage, and shall be deemed to be secured by this mortgage and by the notes which it secures.

Statement of amount due.

THIRTEENTH: Should the said mortgagor or any holder of the debt hereby secured, desire to assign or transfer the same, the mortgagor, heirs legal representatives or assigns will upon request and within ten days thereafter furnish a statement in writing, duly acknowledged, as to the amount due or unpaid upon said debt and whether the same be without offset or counterclaim.

Mortgage taxation.

FOURTEENTH: In the event of the enactment after the date hereof of any Federal or State law deducting from the value of land for the purpose of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages, or security deeds, or the manner of the collection of any such taxes so as to affect this instrument, or the debt hereby secured, the holder of this instrument, and of the debt hereby secured, shall have the right to give 60 days notice in writing to the mortgagor, or to the then owner of record of the premises herein described, that the holder of this instrument and of the debt hereby secured requires payment at the end of 60 days after the date of such notice, and if such notice shall be so given the debt hereby secured shall become due, payable and collectible at the expiration of such 60 days, anything herein to the contrary notwithstanding. Such notice shall be deemed to have been duly given if personally delivered to the mortgagor, or said owner, or mailed to the mortgagor or said owner, at his, her, their or its address last known to the then holder hereof.

In witness whereof, the said undersigned mortgagors have hereto set their hands and seals the day and year first above written.

Sealed and delivered in presence of, Anna C. Roth,  
A. W. Roth.

State of Oklahoma )  
Tulsa County ) SS

Before me, the undersigned, a Notary Public in and for said County and State, on this 12th day of February, 1923, personally appeared Anna C. Roth, and A. W. Roth, her husband, 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 last above written.  
My commission expires April 3, 1923. (SEAL) Lois Greene, Notary Public.  
Filed for record in Tulsa County, Okla. on Feb. 15, 1923, at 2:30 P.M.  
and duly recorded in book 432, page 628, By Brady Brown, Deputy,

(SEAL) O.G Weaver, County Clerk.