

Directly sent to the State of Oklahoma 12-60  
 Receipt No. 9195

WALSH L. HUGHES, Notary Public  
 Dated this 1 day of May 1923

cribed as follows, to-wit:

One note in the sum of \$21000.00 due and payable three years from date hereof, bearing interest at the rate of seven per centum per annum from date hereof, maker to have the privilege of paying any amount or all of said note at any interest paying date.

Said first party agrees to insure the buildings on said premises for their reasonable value for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first party agrees to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first party further expressly agrees that in case of foreclosure of this mortgage, and as often as any proceeding shall be taken to foreclose same as herein provided, the mortgagor will pay to the said mortgagee One thousand Dollars as attorney's or solicitor's fees therefor, in addition to all other statutory fees; said fee to be due and payable upon the filing of the petition for foreclosure and the same shall be a further charge and lien upon said premises described in this mortgage, and the amount thereon shall be recovered in said foreclosure suit and included in any judgment or decree rendered in action as aforesaid and collected, and the line thereof enforced in the same manner as the principal debt hereby secured.

Now if the said first party shall pay or cause to be paid to said second party heirs or assigns said sums of money in the above described note mentioned, together with the interest thereon according to the terms and tenor of said note and shall make and maintain such insurance and pay such taxes and assessments then these presents shall be wholly discharged and void, otherwise shall remain in full force and effect. If said insurance is not affected and maintained, or if any and all taxes and assessments, which are or may be levied and assessed lawfully against said premises, or any part thereof, are not paid before delinquent, then the mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of ten per cent per annum, until paid, and this mortgage shall stand as security for all such payments; and if said sums of money or any part thereof is not paid when due, or if such insurance is not effected and maintained or any taxes or assessments are not paid before delinquent the holder of said note and this mortgage may elect to declare the whole sum or sums and interest thereon due and payable at once and proceed to collect said debt including attorney's fees, and to foreclose this mortgage, and shall become entitled to possession of said premises.

Said first party waives notice of election to declare the whole debt due as above and also the benefit of stay, valuation or appraisal laws.

IN WITNESS WHEREOF, said party of the first part has hereunto set her hand this 28th day of April, 1923.

Kate T. Hagler

STATE OF OKLAHOMA, )  
 ) SS.  
 County of Tulsa )

Before me, a Notary Public, in and for the above named County and State, on this 28th day of April, 1923, personally appeared Kate T. Hagler and ----- to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me, that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my signature and official seal, the day and year last above written.

My commission expires Feb. 24-1927

(SEAL)

M. Hughes-Notary Public

Filed for record at Tulsa, Tulsa County, Oklahoma, April 30, 1923 at 11:05 o'clock A.M. and recorded in Book 441 Page 438

By Brady Brown - Deputy

(SEAL)

O. G. Weaver - County Clerk.