

Now if the said Frankie W. Kirby and M.A. Kirby, her husband, their heirs, assigns, executors, or administrators, shall well and truly pay or cause to be paid, the aforesaid note, according to the tenor thereof, and all assessments, dues and fines on said Stock, to THE said THE OKLAHOMA SAVINGS AND LOAN ASSOCIATION, its successors or assigns, according to the By-Laws of said Association, and keep said premises insured against loss by Fire and Tornado, and pay all taxes, rates, liens, charges and assessments upon or against said property, and keep the same in good repair, as herein provided, then this mortgage shall be void; otherwise to remain in full force and virtue in law. It is further agreed that if default shall be made in the payment of said sums of money, or any part thereof, as herein before specified; or if the taxes rates, insurances, liens, charges and dues assessed or charged on the above real estate shall remain unpaid for the period of ninety days after the same are due and payable, then the whole indebtedness including the amount of all assessments, dues and fines on said stock, shall become due, and the said Grantee, its successors or assigns, may proceed by foreclosure, or any other lawful mode, to make the amount of said note, together with all interest, premium, cost and the amount of all assessments dues, and fines on said Stock, and all taxes, rates, insurance, liens, charges and assessments accrued on said real estate, and of the aforesaid real estate and the said Stock; and the said Grantee shall be entitled to the possession of said premises and of said property. And it is further agreed, that if foreclosure proceedings be instituted, an Attorney's fee of ten per cent additional shall be allowed the said fee in any case to be at least Twenty-five Dollars and taxed as costs in said case. But the Board of Directors of said Association may, at their option, pay or cause to be paid, the said taxes, charges, insurance, rates, liens and assessments so due and payable, and charge them against said Grantors or assigns, and the amount so paid shall be a lien on said mortgaged premises, and shall bear interest at the same rate specified herein, and may be included in any judgment rendered in any proceeding to foreclose this mortgage, but whether they elect to pay such taxes, insurance, charges, rates, liens and assessments or not, it is distinctly understood that in all cases of delinquencies as above enumerated then in like manner the said note and the whole of said sum shall immediately become due and payable.

WITNESS our hands this 31 day of December, A.D. 1923.

Frankie W. Kirby

M.K. Kirby.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OKLAHOMA, }
COUNTY OF TULSA, } SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this 21 day of January, 1924, personally appeared Frankie M. Kirby and M.A. Kirby, 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 Notarial Seal at Tulsa in the County and State, aforesaid, the day and year last above written.

My commission expires May 29, 1926.

Bertha L. Cooper, (SEAL)
Notary Public.

Filed for record at Tulsa, Tulsa County, Oklahoma, Jan. 21, 1924, at 4:30 o'clock P.M. and recorded in Book 443, page 178.

By Brady Brown, Deputy.

(SEAL) O.G. Weaver, County Clerk.