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then, and in that case only, these presents shall be void, otherwise to remain in full force and effect; Provided also, That on default in payment of any part of said principal, or interest or taxes, as the same shall become due, or upon failure of said parties of the first part to keep the buildings, fences and improvements on said premises in good repair or to keep said buildings, so insured as herein provided, or to deliver the policies of insurance to second party or its assigns, then the whole of the money hereby secured shall become payable immediately upon such default or failure, at the option of the party of the second part or its assigns. The party of the second part is expressly authorized to pay any and all sums necessary to protect the title to said premises, and to keep the same free from other liens of whatever nature, including attorney's fees in all actions attacking such title or the validity of this mortgage. And said parties of the first part hereby promise and agree to and with the said Finerty Investment Company, its successors and assigns, to pay the taxes, money, and interest on the days herein before specified, to keep the buildings fences, and other improvements on said premises in good repair, and said buildings insured during the continuance of this mortgage, in the sum of Dollars, for the benefit of the said second party and its assigns, to deliver all policies of insurance herein provided for, to said second party and its assigns, and to observe all conditions, covenants and agreements herein contained and that in case any of the said taxes or any premium due upon the aforesaid insurance, shall become delinquent, that the party of the second part, or its assigns, may pay the same, and add the amount thereof, with interest thereon at the rate of ten per cent per annum to said mortgage money, and recover the same as part thereof. In case suit is commenced to foreclose this mortgage the parties of the first part hereby agree.. to pay the legal holder of the note or bond hereby secured, an amount equal to ten per cent thereof, additional, as attorney's fee, said sum to become due and payable at once upon the filing of petition in foreclosure, and to be secured by this mortgage and to be included in any judgment rendered and to be collected and enforced the same as the balance of the debt hereby secured. And in case the Note or Bond or coupons secured by this mortgage shall not be paid when due, they shall draw interest at the rate of ten per centum per annum, payable annually, from maturity until paid. All benefit of stay, valuation, homestead, and appraisement laws are hereby expressly waived.

IN TESTIMONY WHEREOF, the said parties of the first part have hereto set their hands.

In the presence of

Chas B. Corden,

John M. Wilson

B.E.Capps,

Hazel Capps,

ACKNOWLEDGMENT

STATE OF OKLAHOMA, }
TULSA COUNTY, } SS.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 15th day of March, 1924, personally appeared B.E.Capps and Hazel Capps, 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 the day and year above set forth.

My commission expires March 1, 1927. (SEAL) A.B.Foster, Notary Public.

Filed for record at Tulsa, Tulsa County, Oklahoma, March 17, 1924, at 11:20 o'clock A.M. and recorded in book 443, page 400.

By Brady Brown, Deputy.

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