

443

Now, if the said James B. Ross and Nellie V. Ross and their heirs, assigns, executors or administrators shall well and truly pay the aforesaid note according to the tenor thereof, and all assessments, dues and fines on said stock, to the said Industrial Building & Loan Association, or its successors, and keep said premises insured against Fire and Tornado, in the sum of \$800. 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 hereinbefore specified, or if the taxes, rates, insurance liens, charges and dues assessed or charged on the above real estate shall remain unpaid for the space of six months after the same are due and payable, then the whole indebtedness including the amount of all assessments, dues and fines on said stock, shall be come due, and the said Grantee or its successors may proceed by foreclosure, or any other lawful mode to collect the same, and said Grantee shall be entitled to the possession of said premises and of said property. 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 the said Grantor or assigns, and the amount so paid shall be a lien on said mortgaged premises until the same be paid, 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. Appraisement waived.

Witness our hands this 10th. day of April, 1924.

Mrs. Nellie V. Ross

James B. Ross.

STATE OF TEXAS)
COUNTY OF DALLAS) SS

Before me, Kate Shead, a Notary Public in and for said County and State, on this 10th. day of April, 1924 personally appeared Mrs. Nellie V. Ross to me 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.

In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year last above written.

My Commission expires 6/1/1925. (SEAL)

Kate Shead, Notary Public.
Dallas County.

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS

Before me, Dorothy Edgar, a Notary Public in and for said County and State on this 14 day of April, 1924, personally appeared James B. Ross to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his 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 May 21, 1927. (SEAL)

Dorothy Edgar, Notary Public.