

existence of this mortgage. Said first parties agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

**COMPARED**

Said first parties further expressly agree that in case of foreclosure of this mortgage, as often as any proceeding shall be taken to foreclose same as herein provided, the mortgagor will pay to the said mortgagee \$10.00 and 10% of amount then due, 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 fore-closure 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 judgement or decree rendered in action as aforesaid, and collected, and the lien thereof enforced in the same manner as the principal debt hereby secured.

Now, if the said first parties shall pay or cause to be paid to <sup>said</sup> second party her heirs or assigns said sum 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 effected 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 mortgage may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of 8 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 parties waive notice of election to declare the whole debt due as above and also the benefit of stay, valuation of appraisement laws,

In witness whereof, said parties of the first part have hereunto set their hands the day and year first above written.

Mary Whitney,  
B. A. Whitney.

State of Oklahoma)  
Tulsa County ) SS

Before me, T. M. Hollyman, a Notary Public, in and for said County and State, on this 20th day of April, 1923, personally appeared Mary Whitney and B.A. Whitney, 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 <sup>official</sup> hand and seal the day and year above set forth.

(SEAL) T. M. Hollyman, Notary Public.

My commission expires August 10th, 1925.

Filed for record in Tulsa County, Okla. on April 20, 1923, at 11:20 A.M. and duly recorded in book 445, page 542, By Brady Brown, Deputy,

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

228172 - BH

CONTRACT.

**COMPARED**

This contract and agreement made and entered into this the 18th day of November, 1922, by and between S. R. Lewis, party of the first part, and Mack Green,