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said taxes or assessments, or in procuring and maintaining insurance as above covenanted said mortgagee, its successors or assigns may pay such taxes and effect such insurance, and the sums so paid shall be a further lien on said premises under this mortgage payable forthwith with interest at the rate of ten (10) per cent per ann. m.

FIFTH. Should default be made in the payment of said monthly sums, or of any of said fines, or taxes, of insurance premiums, or any part thereof, which the same are payable as provided in this mortgage and in said note and said by-laws and should the same, or any part thereof remain unpaid for the period of six (6) months, then the aforesaid principal sum of \$1250.00, dollars, with all arrearages thereon, and all penalties, taxes and insurance premiums, shall at the option of said mortgagee or of its successors or assigns, become payable immediately, anything hereinbefore contained to the contrary notwithstanding. In the event of legal proceedings to foreclose this mortgage the indebtedness thereby secured shall bear interest from the filing of such foreclosure proceedings at the rate of ten ⁽¹⁰⁾ per cent per annum in lieu of the further payments of monthly installments.

SIXTH. The said mortgagors shall pay to the said mortgagee or to its successors or assigns, a reasonable attorney's fee in addition to all other legal costs, as often as any legal proceedings are taken to foreclose this mortgage for default in any of its covenants or as often as the said mortgagors or mortgagee may be made defendant in any suit affecting the title to said property, which sum shall be an additional lien on said premises.

SEVENTH. As further security for the indebtedness above recited the mortgagor hereby assigns the rentals of the above property mortgaged to the mortgagee and in case of default in the payment of any monthly installment the mortgagee or legal representative may collect said rents and credit the sum collected less cost of collection, upon said indebtedness, and these promises may be enforced by the appointment of a receiver by the court.

IN WITNESS WHEREOF, the said mortgagors have hereunto set their hands and seal the 23rd, day of February A. D. 1923.

T. C. Rogers (SEAL)

Clara Rogers (SEAL)

STATE OF OKLAHOMA }
COUNTY OF TULSA. } SS

Before me, V. A. Kinnison, a Notary Public in and for said County and State, on this 24th, day of February 1923, personally appeared T. C. Rogers and Clara Rogers, 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.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on the date above mentioned.

(Seal)

V. A. Kinnison - Notary Public

My commission expires on the 28th day of Feb. 1923.

Filed for record in Tulsa, Tulsa County, Oklahoma Feb. 24th, 1923, at 11:30 A.M.

for record in Book 446, Page 41

By Brady Brown, Deputy.

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