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4 March 1924
S.B.
of said Waddell Investment Company, payable at the office of the Peoples Trust Company, Kansas City, Missouri, and being further described in part as follows: Dated December 1, 1923, with installments payable the first \$60.00 on the first day of December, 1924; the second \$60.00 on the first day of December, 1925, each installment to bear interest at the rate of ten per cent per annum after the same becomes due.

This mortgage is second and junior to another mortgage dated June 12, 1916, between the same parties, upon the same property described herein, to secure the sum of \$1200.00. The first party hereby covenants and agrees:

That they are justly indebted to the party of the second party in the sum herein mentioned, and that they will pay the note hereby secured in full, according to its terms, according to its terms, notwithstanding the said note described in the first mortgage is paid before maturity;

To neither commit nor suffer waste;

To pay all taxes and assessments levied upon said real estate, or upon the lien hereby created (except mortgage registration tax) by virtue of any law of the State of Oklahoma to whomsoever assessed, including personal taxes, before same shall become delinquent.

It is hereby agreed that if the interest upon the principal note secured by said first mortgage is not paid promptly when due, or if the taxes assessed against said premises are not paid before the same become delinquent, then the Waddell Investment Company, or its assigns, may pay said interest, or said taxes, and the amount so paid shall bear interest at the rate of ten per cent per annum from the date of payment, and said sum or sums so paid shall be immediately due and payable, and shall be an additional lien upon said real estate, and be secured by this mortgage, and maybe collected in the same manner as the ^{note} principal hereby secured.

Now if said installment note be paid when due, according to the terms thereof, and said agreements be faithfully performed as aforesaid, then these presents shall be void; but if default be made in the payment of said installment note, or any part thereof, when due, or upon failure to pay interest when due on the note secured by the first mortgage, as aforesaid, according to the terms thereof, or upon failure to pay taxes levied on said real estate before the same shall become delinquent, then the whole amount of said installment note with interest thereon, shall, at the option of the holder of said note, become immediately due and payable without notice, and it shall then be lawful for said Waddell Investment Company, its successors and assigns, to sell said premises as provided by law, appraisement waived, and apply the proceeds thereof to the payment of said debt, interest, and advancement as herein provided, costs and charges, including attorney's fees for foreclosure; and the surplus, if any paid to said parties of the first part, or their legal representatives.

It is further agreed between the parties hereto for themselves, their heirs, successors and assigns, that if suit is brought to foreclose this ^{mort} mortgage, or if the note hereby secured shall be placed in the hands of an attorney for collection, an amount equal to 10% of the amount secured hereby, but in no case less than \$50.00, shall be deemed a reasonable attorney's fee, to be collected as a part of the debt.

The property herein described being located in the State of Oklahoma, this mortgage and the rights and indebtedness hereby secured shall, without regard to the place of contract or of payment, be construed and enforced according to the laws of said State.

Witness our hands this 1st day of December, 1923.

W. M. Wilson.

State of Oklahoma)
Tulsa County) SS

On this 11th day of February, A.D. 1924, before me, a Notary Public