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J.B.

March, 1927, together with interest at the rate of 8% per annum payable monthly, and said note provided that installments of principal or interest not paid when due shall draw interest at 10% per annum after their maturities.

CONFIDENTIAL  
Said party of the first part shall, while any part of said principal or interest remains unpaid, pay all taxes and assessments on said mortgaged property when they shall become due, and shall keep the buildings on said premises in good repair and insured to the satisfaction of the holder hereof in the sum of \$2,000.00 and the policy in case of loss, payable to the holder as his interest may appear, whether the debt be due or not, and shall pay all interest as soon as it becomes due, and in case of failure to comply with any of these provisions, at the option of the holder hereof, such tax or assessment may be paid and such insurance effected but the holder hereof, and the amounts so paid shall be a lien on the premises addressed and draw interest at the rate of ten per cent per annum, payable monthly from date said sums are expended, all such sums shall be secured by this mortgage and be collected in the same manner as the principal debt hereby secured.

Now if the party of the first part shall fail to pay, or cause to be paid, any of the note or notes secured hereby, or shall fail in any of the terms or conditions of the said prior bond or mortgage, or if at any time there remains unpaid any interest, insurance premiums, taxes or assessments, after the same become due, or should said mortgagors commit waste on said described premises then the said note, and all the sums secured by this mortgage shall immediately become due and payable at the option of the holder hereof, without notice or demand and the holder hereof may at once cause this mortgage to be foreclosed and shall be entitled to recover attorney's fees in the sum of ten per cent of the amount hereby secured in no event less than fifty dollars, the said sum to be adjudged a lien upon said lands and secured by this mortgage, and shall be entitled upon the breach of any of the conditions herein to the immediate possession of the said premises and to the rents and profits thereof, and the said mortgagor hereby covenants and agrees to give peaceable possession thereof as aforesaid and in case of the mortgagee or the holder of this mortgage shall institute proceedings in court to foreclose this mortgage the parties hereto agree that a receiver may <sup>be</sup> appointed by the court to preserve the same and collect the rentals and profits therefrom without regard to the question of value.

It is agreed that this mortgage shall secure the payment of any sums which may be hereafter advanced or material hereafter furnished by the mortgagee for the purpose of building upon, improving or repairing the premises herein described.

The foregoing conditions being performed this conveyance to be void, otherwise in full force and effect.

In witness whereof, the said party of the first part has hereunto set her hand the day and year first above written.

M. O. Davies.

State of <sup>Missouri</sup> ~~Oklahoma~~  
City and ~~Oklahoma~~ ) SS  
County of St. Louis

Before me, a Notary Public, in and for said County and State on this 12th day of February, 1924, personally appeared M. O. Davies an unmarried woman, to me personally 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.

Witness my signature and official seal, the day and year last above written.

(SEAL) John F. Mielert, Notary Public.

My commission expires Aug. 13, 1926.

Filed for record in Tulsa County, Okla. on March 6, 1924, at 1:00 P.M. recorded in book 448, page 205, Brady Brown, Deputy, (SEAL) O. G. Weaver, County Clerk.