

1404B 54
10 March 7

according to the terms of four certain promissory notes described as follows, to-wit:
Onenote of \$500.00 one of \$200.00 and two of \$100.00 all dated March 7th, 1924, and all
due in three years.

Said first parties agree to insure the building on said premises for their reasonable
value for the benefit of the mortgagee and maintain such insurance during the existence
of this mortgage. Said first parties agree to pay all taxes and assessments lawfully
assessed on said premises before delinquent.

Said first parties further expressly agree that in case of foreclosure of this
mortgage and as often as any proceeding shall be taken to foreclose same as herein
provided, the mortgagor will pay to the said mortgagee, ninety dollars as attorney's
fees therefor, in addition to all other statutory fees said fee to be due and payable
upon the filing of the petition for foreclosure 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 said said second
party, its heirs or assigns, said sums of money in the above described notes mentioned,
together with the interest thereon, according to the terms and tenor of said notes and
shall make and maintain such insurance and pay such taxes and assessments then these
present 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 mortgagee may effect such
insurance or pay such taxes and assessments and shall be allowed interest thereon at the
rate of ten 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 notes 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 or appraisement laws,

In witness whereof, said parties of the first part have hereunto set their hands
this 7th day of March, 1924.

David W. Ross,
Sarah M. Ross.

State of Oklahoma)
County of Tulsa) SS
Before me, a Notary Public, in and for the above named County
and State, on this 7th day of March, 1924, personally appeared David W. Ross, and
Sarah M. Ross, his wife, to me personally 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 signature and official seal, the day and year last above written.

(SEAL) M. Branson, Notary Public.

My commission expires Feb. 11th, 1928.

Filed for record in Tulsa County, Okla. on March 8, 1924, at 11:35 A.M. recorded in