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S.B.

interest or premium wherdue shall make principal, interest and premium due at once, and any waiver of the right to enforce payment of the same shall not prevent the payee from enforcing the right upon any recurrence of the default.

The shares of stock in the Fidelity Building and Loan Association held by the undersigned, as shown by certificate of stock No. 3240, are hereby pledged and transferred to the Fidelity Building and Loan Association, as collateral security for the performance of the conditions of this obligation and the mortgage securing the same. It is expressly agreed by the makers hereof that this note is made with reference to and under the laws of the State of Oklahoma, and is to be governed by the laws of said State.

L. H. Agard,  
W. G. Agard.

Now if the said L. H. Agard and W. G. Agard, their heirs and assigns, administrators or assigns, shall well and truly pay or cause to be paid the above recited note, according to the tenor thereof and all assessments, dues, fines and all other charges of liens upon or against said stock, to the said Fidelity Building and Loan Association, its successors or assigns, according to the By-Laws of the said Association; and keep said premises insured against loss by fire or tornado, in such companies as are acceptable to the Association; and pay all taxes, rates, charges, and assessments, and secure the release and discharge of all liens upon and against said property within ninety days after said taxes, rates, charges, assessments and liens accrue; and keep said property in good repair, as herein provided; then this mortgage shall be void otherwise to remain in full force and virtue in law.

It is further agreed that if <sup>shall</sup> default be made in the payment of any of said sums of money, or any part thereof, or the performance of any of the conditions hereinbefore specified, then the whole indebtedness, including the amount of all dues, fines, assessments or other charges upon said stock, shall become due, and the grantee here<sup>in</sup> its successors or assigns, may proceed by foreclosure, or any other lawful mode, to collect the amount of said note, together with all interest, premium, cost, and the amount of all dues, fines, assessments, or other charges on said stock, and all taxes, rates, insurance, liens, charges, and assessments accrued on said real estate; and the said grantee shall be entitled to the possession of said premises and of said property. But it is further understood and agreed by and between the parties hereto that the Board of Directors of said Association may, at their option, pay or cause to be paid, the said taxes, charges, insurance, rates, liens and assessments so due <sup>and</sup> payable, and charge them against said grantors their heirs, executors, administrators, or assigns and the amount so paid shall be a lien on said mortgaged premises, and shall bear interest at said premium at the same rate specified herein, and may be included in any judgment rendered to foreclose this mortgage but whether they elect to pay such taxes, charges, insurance, rates, liens, and assessments or not, it is distinctly understood that in all cases as above enumerated, then in like manner the said note and the whole of said sum shall immediately become due and payable.

And it is further agreed, that if foreclosure proceedings be instituted, an attorney's fee of ten per cent additional shall be allowed, to said fee in any case to be at least twenty five dollars, and taxed as cost in the case; and the grantor herein, for the consideration hereinbefore specified, expressly waive appraisal of said property and all benefit of the homestead, stay, or exemption laws of the State of Oklahoma.

Witness their hands this 25th day of March, 1924.

L. H. Agard,  
W. G. Agard.