

COMPARED

Now, if the said parties of the first part shall pay, or cause to be paid to said party of the second part, its successors and assigns, said sum or sums of money in the above described note mentioned, together with the interest thereon according to the terms and tenor of said note, and shall pay such taxes and assessments then these presents shall be wholly discharged and void, otherwise shall remain and be in full force and effect.

If any or all taxes and assessments which are or may be levied or assessed lawfully against said premises, or any part thereof, are not paid before the same become delinquent, then the mortgagee herein, its successors or assigns, may pay such taxes and assessments and shall be allowed interest thereon at the rate of ten per cent (10%) per annum until paid and this mortgage shall stand as security for all such payments and sums, and if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same becomes due and payable, or if any taxes or assessments are not paid before the same shall become delinquent, the holder of said note and this mortgage, may without notice to said parties of the first part, elect to declare the whole sum or sums and interest thereon, and attorney fees therein provided for, due and payable at once, and to proceed to collect said debt, interest and attorney's fees set out and mentioned in said note according to the terms and tenor thereof, and also all sums paid out for taxes, legal assessments and interest thereon, and also shall be entitled to foreclose this mortgage, whereupon the said party of the second part, its successors and assigns, shall become and be entitled to the possession <sup>of</sup> said premises, and shall be entitled to the rents and profits thereof; and it is agreed that in case any action shall be instituted by the mortgagee, its successors or assigns, to foreclose this mortgage, the said party of the second part, its successors or assigns, shall be entitled to the appointment of a receiver for the collection of the rents and profits from said above described mortgaged premises.

It is further expressly agreed that as often as any proceedings are taken to foreclose this mortgage said parties of the first part shall pay to party of the second part, its successors and assigns, a sum equal to ten (\$10.00) dollars and ten per cent (10%) additional of the total amount due on said mortgage and on said note as attorney fees for such foreclosure in addition to other legal costs, and that said attorney fees shall be a lien upon the premises hereinbefore described, and a part of the debt secured by this mortgage.

In witness whereof, the parties of the first part have hereunto set their hands the day and year first above written.

E. J. Brennan,  
Jennie F. Brennan,

In the presence of, Valjean Biddison,

#### ACKNOWLEDGEMENT.

State of Oklahoma )  
County of Tulsa ) SS

Before me, the undersigned, a Notary Public, within and for said County and State, on this 17th day of April 1924, personally appeared E. J. Brennan and Jennie F. Brennan, to me known to be the identical persons who executed the above 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 hand and official seal the day and year last above written.

(SEAL) M. B. Squire, Notary Public.

My commission expires Oct. 6, 1925.

Filed for record in Tulsa County, Okla. on April 17, 1924, at 3:30 P.M. recorded in book 448, page 557, Brady Brown, Deputy, (SEAL) O.G. Weaver, County Clerk.