

lawfully assessed on said premises before delinquent.

Said first party further expressly agrees that in case of foreclosure of this mortgage, and as often as any proceeding shall be taken to foreclose same as herein provided, the mortgagors will pay to the said mortgagee ten (\$10.00) and 10% of unpaid bal. - dollars, as attorney's or solicitors 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 thereby secured.

Now, if the said first party shall pay or cause to be paid to said second parties their 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 presents 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 maybe 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 party waives notice of election to declare the whole debt due as above and also the benefit of stay, valuation or appraisal laws.

In witness whereof, said party of the first part has hereunto set his hand and seal President of said corporation, this 14th day of May, 1924.

(Corp. Seal) C. W. Cunningham Co.,
By W. P. Cunningham, Pres.

Attest: J. T. McCullough, Sec. & Treas.

State of Oklahoma)
County of Tulsa) SS
Before me, the undersigned, Notary Public within and for said County and State, on this 14th day of May, 1924, personally appeared W. P. Cunningham to me known to be the identical person who signed the name of the maker thereof to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and affixed my official seal this 14th day of May, 1924.

(SEAL) E. G. Cunningham, Notary Public.

My commission expires Sept. 14th, 1926.

Filed for record in Tulsa County, Okla. on May 14, 1924, at 3:00 P.M. recorded in book 449, page 209. Brady Brown, Deputy,

(SEAL) O. G. Weaver County Clerk.