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June 21

June 4  
S.P.

Said first parties further expressly agree that in case of foreclosure of this mortgage, and as often as any proceedings shall be taken to foreclose same as herein provided, the mortgage will pay to the said Plaintiff \$10.00 and 10% as attorney's or solicitor's fees therefor, in addition to all other statutory fees, said fee to be due and payable upon the filing of the petition ~~for 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 judgment or decree rendered in action as aforesaid, and collected, and the lien thereof enforced in the same manner as the principal debt hereby secured.

The mortgagors, for themselves, their heirs, administrators executors, successors or assign hereby consent that any action to foreclose this mortgage may be brought in the county in which the land described is situated, and hereby waive any objection to such venue of such action.

Now, if said first parties shall pay or cause to be paid to said second party their heirs or assigns said sum of money in the above described note mentioned, together with the interest thereon according to the terms and tenor of said note 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 such 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 delinquency, then the mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of \_\_\_ per cent per annum until paid, and this mortgage shall stand as security for all such payments, and if said sum or 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 delinquency, the holder of said note 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 or election to declare the whole debt due as above stated and also the benefit of stay, valuation or appraisal laws.

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

J. J. Fabian,  
Ethel M. Fabian.

State of Oklahoma)

) SS

Tulsa County ) Before me, the undersigned, a Notary Public, in and for said County and State on this 7th day of June, 1924, personally appeared J. J. Fabian, and Ethel M. Fabian, his wife, to me known to be the identical persons who 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 above set forth.

(SEAL) Grace L. Norvell, Notary Public.

My commission expires April 2nd, 1928.

Filed for record in Tulsa County, Okla. on June 20, 1924, at 3:10 P.M. recorded in book 449, page 581, Brady Brown, Deputy,

(SEAL) O. G. Weaver, County Clerk.