

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.

~~COMPANY~~

It is further agreed that if default shall be made in the payment of any of said sum 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 herein, 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 and 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 and 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 of delinquencies 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, the said fee in any case to be at least twenty five dollars, and taxed as costs in the case; and the grantor herein, for the consideration hereinbefore specified, expressly waive appraisement of said property and all benefit of the homestead, stay, ^{or} exemption laws of the State of Oklahoma.

Witness their hands this 9th day of May, 1923.

A. Y. Boswell, Jr.,
Lillian Maude Boswell,
Mattie Jane Boswell.

Witnesses:

State of Oklahoma)
County of Tulsa) SS

Before me, Cecil L. Henry, a Notary Public, in and for said County and State, on this 9th day of May, 1923, personally appeared A. Y. Boswell, Jr., and Lillian Maude Boswell (husband and wife) and Mattie Jane Boswell, (a widow) to me 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 hand and notarial seal at Tulsa in the County and State aforesaid, the day and year last above written.

(SEAL) Cecil L. Henry, Notary Public.

My commission expires January 15th, 1927.

Filed for record in Tulsa County, Okla on May 11, 1923, at 1:00 P.M. and duly recorded in book 455, page 65, By Brady Brown, Deputy,

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