

COMPARED

immediately upon such default or failure, at the option of the party of the second part or its assigns. The party of the second part is expressly authorized to pay any and all sums necessary to protect the title to said premises, and to keep the same free from other liens of whatever nature, including attorney's fees in all actions attacking such title or the validity of this mortgage. And said parties of the first part hereby promise and agree to and with the said FINERTY INVESTMENT COMPANY, its successors and assigns, to pay the taxes, money, and interest, on the days herein before specified, to keep the buildings, fences, and other improvements on said premises in good repair, and said building insured during the continuance of this mortgage, in the sum of -no- Dollars, for the benefit of the said second party and its assigns, to deliver all policies of insurance herein provided for, to said second party and its assigns, and to observe all conditions, covenants and agreements herein contained; and that in case any of the said taxes or any premium due upon the fore-said insurance, shall become delinquent, that the party of the second part, or its assigns, may pay the same, and add the amount thereof, with interest thereon at the rate of ten per cent per annum ^{to} said mortgage money, and recover the same as part thereof. In case suit is commenced to foreclose this mortgage, the parties of the first part hereby agree to pay the legal holder of the note or bond hereby secured, an amount equal to ten per cent thereof, additional as attorney's fee; said sum to become due and payable at once upon the filing of petition in foreclosure, and to be secured by this mortgage and to be included in any judgment rendered and to be collected and enforced the same as the balance of the debt hereby secured. And in case the Note or Bond or coupons secured by this mortgage shall not be paid when due, they shall draw interest at the rate of ten per centum per annum, payable annually from maturity until paid. All benefit of stay, valuation, homestead and appraisal laws are hereby expressly waived.

IN TESTIMONY WHEREOF, The said parties of the first part have hereto set their hands

I hereby certify that I signed the name of Martha Ricketts to the within instrument, at her request and in her presence, and she made her mark in my presence, and in the presence of S.B.Allton and E.G.Graves as Witnesses.

Witnesses:
S. B. Allton
E. G. Graves

S.M. Byers
Attest

Clarence Francis Ricketts
Her
Martha (X) Ricketts
Mark

STATE OF OKLAHOMA
TULSA COUNTY SS

Before me, the undersigned, a notary public, in and for said county and state, on this 5th day of July 1923, personally appeared Clarence Francis Ricketts, a Creek By Blood, Roll number 278, and Martha Ricketts, his wife 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 official seal the day and year above set forth

My commission expires February 21st 1927 (SEAL) Everett M. Byers-Notary Public

STATE OF OKLAHOMA
Tulsa County SS

Before me, a notary public, in and for said county and state, on this 5th day of July A.D., 1923, personally appeared Martha Ricketts, wife of the other mortgagor herein to me known to be the identical person who executed the within and foregoing instrument by her mark in my presence and in the presence of S. B. Allton and E. G. Graves as witnesses, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires February 21st, 1927 (SEAL) Everett M. Byers-Notary Public