

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 mortgager will pay to the said mortgagee FOUR HUNDRED ## Dollars, 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 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.

Now if the said first party shall pay or cause to be paid the said second party, its 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 said insurance is not effected and maintained, or if any and all taxes and assessments which are or may be 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 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 party waives notice of election to declare the whole debt due as above and also the benefit of stay, valuation or appraisement laws.

IN WITNESS WHEREOF, said party of the first part has hereunto set its hand this 7th day of July, 1923.

ATTEST:

Berry-Hart Company, a Corporation

Geo. S. Berry Jr. Secretary (CORP) (SEAL)

By Geo S. Berry-President

STATE OF OKLAHOMA

ss:

County of Tulsa,

Before me, the undersigned, a Notary Public, in and for said County and State, on this 7th day of July 1923, personally appeared Geo S. Berry to me known to be the identical person who subscribed 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 said corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this the day and year last above written.

My commission expires March 31, 1926

(SEAL) Iva Latta-Notary Public

Filed for record at Tulsa, Tulsa County, Oklahoma, July 7, 1923 at 11:55 o'clock A.M. And recorded in Book 457 Page 633

By Brady Brown - Deputy

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

235194-ACM

ASSIGNMENT

COMPARED

KNOW ALL MEN BY THESE PRESENTS,

THAT, WHEREAS the undersigned, Samuel N. McPherson the owner of an undivided one-half