

464

mortgage, and as often as any proceedings shall be taken to foreclose same as herein provided, the mortgagor will pay to the said Plaintiff \$10.00 & 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 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 part 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 such 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 ----- 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 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 parties waive notice of election to declare the whole debt due as above stated and also the benefit of stay, valuation or appraisal laws.

In Witness Whereof, we have hereunto set our hands the day and year first above written.

Roy F. Tyner

Elizabeth Tyner

STATE OF OKLAHOMA,)
Tulsa County.) ss. Before me, Maude Moss, a Notary Public, in and for said County
and State, on this 13th day of July, 1923, personally appeared Roy F. Tyner and Elizabeth Tyner 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 Nov. 9th, 1925

(SEAL)

Maude Moss, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, July 17, 1923 at 1:10 o'clock P.M.
in Book 464, page 236

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

-b-