464

January, 1924 and nine notes for \$75.00 each, one due on the fifteenth day of July and one due on the fifteenth day of January of each year until all are paid. Notice of demand, presentment, non-payment, protest, notice of protest and appraisement waived. On default in the payment of principal and interest, or either, when due and payable, the whole of said amount to become due and payable. It is agreed that the parties of the first part may at any time before maturity therefor, pay the whole of said debt, principal and interest, or may partially discharge same by payment of \$100.00, or any multiple thereof.

Para Caranggara (2005) a salandi calonghi a sana a calonghi a salan a calong

It is expressly agreed by and between said parties hereto, that this mortgage is a first lien upon said premises; that the said parties, of the first part will pay said principal and interest at the times when the same fall due, and at the place and in the manner provided in said note, and will pay all taxes and assessments against said land when the same are due each year, and will not commit or permit any waste upon said premises; that the buildings and other improvements thereon shall be kept in good repair, and shall not be destroyed or removed without the consent of the said second party.

It is further agreed and understood that the said second party may pay any taxes or assessments levied against said premises, or other sums necessary to protect the rights of said second party, or assigns, and recover the same from the first parties with five per cent interest, and that every such payment is secured hereby.

It is further agreed that upom the breach of warrenty herein, or upon failure to pay when due, any sum, interest or principal secured herein, or any tax or assessment herein mentioned, or to comply with any requirements herein, the whole sum secured hereby shall at once and without notice become due and payable at the option of the holder hereof, and shall bear interest thereafter at the rate of ten per centum per annum; said party of the second part shall be entitled to foreclose this mortgage, according to law, and have the said premises sold and the proceeds applied to the payment of the sum secured hereby, and said parties of the first part hereby agree, in the event action is brought to foreclose this mortgage, that they will pay an attorney's fee of ten per cent of the principal, above shown which this mortgage also secures.

Dated this 17th day of July A.). 1923

M. T. Moore

Amy Moore

STATE OF OKLAHOMA ,) ss

Before me, the undersigned, a Notary Public in and for said County and State, on this 21st day of July 1923, personally appeared M. T. Moore and Amy Moore husband and 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 written.

My commission expires Jan. 27, 1927 (SEAL) F. S. Hurd, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, July 25, 1923 at 4:00 o'clock P. M.

in Book 464, page 362

By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk