

all taxes and assessments lawfully assessed on said premises before delinquent.

Said first parties further expressly agree that in case of foreclosure of this mortgage and as often as any proceeding shall be taken to foreclose same as herein provided, the mortgagor will pay to the said mortgagee \$10.00 and 10% of amount due, - 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 judgement or decree rendered in action as aforesaid, and collected, and the lien thereof enforced in the same manner as the principal debt hereby secured.

COMPARED

Now, if the said first parties shall pay or cause to be paid to said second party her 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 mortgage may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon, 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 parties waive notice of election to declare the whole debt due as above and also the benefit of stay, valuation of appraisement laws.

In witness whereof, said parties of the first part have hereunto set their hands the day and year first above written.

Mary Whitney.
B. A. Whitney.

\$737.50

Tulsa, Oklahoma, July 26, 1923.

For value received, I, we, or either of us promise to pay to the order of Lillian Holman the sum of seven hundred thirty seven and 50/100 dollars (\$737.50) in installments of thirty dollars (\$30.00) per month, said installments to be paid on or before the first of each and every month hereafter beginning the first day of Sept. 1923, Deferred payments to bear interest at the rate of 8 per cent per annum from August 1st, 1923, until paid; interest payable monthly. If any of said installments become delinquent for 60 days the entire unpaid balance shall at once become due and payable at option of the holder. Negotiable and payable at the First National Bank, Tulsa, Okla. This note is secured by second mortgage on lot 2 - 3 Block 4, in Park Hill, addition to Tulsa, Oklahoma,

The makers and endorsers hereby severally waive presentment for payment, notice of non-payment, protest and notice of protest, and agree that extensions of time for payment may be granted by the holders hereof without notice. In case of legal proceedings to collect this note, or in case this note is handed to an attorney for collection, I, we or either of us, agree to pay ten per cent of the total amount herein, additional as attorney's fees. Maker shall have the right to pay any multiple of the installment at any installment payment date.

Mary Whitney
B. A. Whitney.