

bond, and faithfully discharge the duties imposed upon him by appearing in said court at the time and place required in said bond, when required, and at which term of said court and from day to day thereof as is set forth in said bond until the same is fully and finally and completely discharged by law, then and in that event the said parties of the first part are discharged from any further liability hereunder, and this instrument shall thereafter be null and void, and of no effect whatever; but in the event that there are any laches on the part of the said _____ Jeffry in compliance with the terms and provisions of said bond, or in the event that there are any forfeitures by reason thereof, or any expense whatsoever incurred by or necessitated upon the part of said surety, or sureties, then and in that event this mortgage shall be binding upon the parties hereto to the full and final and complete extent of the full amount of any expenses or expenditures that may be occasioned by reason thereof, and the said sureties, or surety, shall be fully and completely reimbursed and held harmless and made safe by reason of any laches or forfeitures, out of the properties of the mortgagors hereinabove set forth.

Said parties of the first part covenant that the said above described property belongs to them in fee simple and that they are the owners in fee simple of the said premises, and that the same are free and clear of any incumbrances whatsoever, except such as are within the knowledge of the mortgagors herein; that have good right and authority to convey and encumber the same, and they will warrant and defend the same against the lawful claims of all persons whomsoever.

Said parties of the first part 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 mortgagors will pay to the said mortgagee - - - 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 recoverable 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.

Said first parties waive 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 parties of the first part have hereunto set their hands this the 10 day of July, 1923,

Witnesses:

R. E. Maxey,
Clyde Blakely.

J. J. Jeffry,
Leatha (herXmark) Jeffry!

State of Oklahoma)

County of Tulsa) SS

Before me Ed. T. Egan, a Notary Public, in and for said county and State, on this 10 day of July, 1923, personally appeared James J. Jeffry and Leathy Jeffry, husband and wife, to me known to be the identical persons who executed the above 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 notarial seal on the day and date last above written.

(SEAL) Ed. T. Egan, Notary Public.

My commission expires March 13, 1924.

State of Oklahoma)

County of Tulsa) SS

Before me, Ed. T. Egan, a Notary Public, within and for Tulsa County, Oklahoma, on this 10 day of July, 1923, personally appeared Leatha Jeffry, wife of J. J. Jeffry, to me known to be the identical person who executed the within and fore-

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