

468

at the rate of ten per cent per annum, payable semi-annually after maturity and until the same is fully paid, according to the tenor and effect of the one promissory note of said party of the first part, bearing even date with these presents, then these presents to be void, otherwise to be and remain in full force and effect.

COMPARED

The said first party for himself, his heirs, assigns, executors or administrators, covenants and agrees with the second party that he is lawfully seized of the above described premises and has good right to convey same; that he will not commit or suffer waste on said premises; that he will pay all taxes and assessments levied upon said real estate before same become delinquent; that he will at once, without delay, cause the buildings upon said premises situate, to be insured or re-insured against loss by fire, in the amount of \$1250.00 (the insurance company of companies to be subject to approval of second party), and he will continue and maintain such insurance without intermission so long as the note hereby secured remains unpaid, and shall deliver the policy or policies properly assigned or pledged to said second party, and in the event of loss said second party shall have power to collect such policy or policies and apply the proceeds thereof to the payment of the debt herein secured; that if the maker of the note hereby secured shall fail to pay either principal or interest within thirty days after due, or shall fail to perform any of the covenants herein stipulated, the note herein secured may thereupon, at the option of the holder, and his option only, without notice, be declared due and payable, and this mortgage may thereupon be foreclosed; that in case of default in the performance of any covenant herein stipulated he will pay interest on the note herein secured, at the rate of 10 per cent per annum from date thereof until the final payment; that he hereby waives all benefit of the stay, valuation and appraisal laws of the State of Oklahoma.

The said party of the first part, for himself, his heirs, representatives and assigns, hereby expressly agrees that in case of foreclosure of this mortgage as hereinbefore provided, he will pay to the plaintiff or other party foreclosing this mortgage, a reasonable attorney fee, therefor; such fee to be due and payable upon the filing of petition for foreclosure and the same shall be a further charge and lien up on the premises described in this mortgage, and the amount thereof shall be recovered in said foreclosure suit and included in the judgment rendered in such action, and shall be enforced and collected in the same manner as the principal debt secured thereby.

Signed this 24th day of August A.D, 1923.

In presence of

C.H. Thomas,
B. G. Cassett.

Robert D. Epperson

Golda O. Epperson.

STATE OF OKLAHOMA, }
MUSKOGEE COUNTY, } SS.

Before me, a Notary Public, in and for said County and State, on this 4th day of September, 1923, personally appeared Robert D. Epperson and Golda O. Epperson his 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.