

468

the option of the legal holder hereof, and shall after, such default bear ten per cent interest per annum, and if collected by suit, we agree to pay an additional ten per cent of the amount due, as attorney's fees.

Dated at Tulsa, Oklahoma, the 15th day of September, 1923.

Mabel F. Karr,

Now, if the said Arthur Minier Karr and Mabel F. Karr, and their heirs, assigns, executors or administrators, shall well and truly pay the aforesaid note according to the tenor thereof, and all assessments, dues and fines, on said stock to the said INDUSTRIAL BUILDING & LOAN ASSOCIATION, or its successors, and keep said premises insured against Fire and Tornado, in the sum of \$1650. and pay all taxes rates, liens, charges and assessments upon or against said property, and keep the same in good repair as herein provided, then this mortgage shall be void; otherwise to remain in full force and virtue in law. It is further agreed, that if default shall be made in the payment of said sums of money, or any part thereof, as hereinbefore specified, or if the taxes, rates, insurance, liens, charges and dues assessed or charged on the above real estate shall remain unpaid, for the space of six months after the same are due and payable, then the whole indebtedness, including the amount of all assessments, dues and fines on said stock, shall become due, and the said Grantee or its successors may proceed by foreclosure or any other lawful mode to collect the same, and said Grantee shall be entitled to the possession of said Premises and of said property. But the Board of Directors of said Association may, at their option, pay or cause to be paid, the said taxes charges, insurance, rates, liens, and assessments so due and payable, and charge them against said Grantor or assigns, and the amount so paid shall be a lien on said mortgaged premises until the same be paid and may be included in any judgment rendered in any proceeding to foreclose this Mortgage; but whether they elect to pay such taxes, insurance, charges, rates, liens and assessments or not, it is distinctly understood that in all cases of delinquencies as above enumerated then in like manner, the said note and the whole of said sum shall immediately become due and payable. Appraisement waived.

Witness our hands, this 15th day of September, 1923,

Arthur Minier Karr,

Mabel F. Karr,

STATE OF OKLAHOMA, }
COUNTY OF TULSA, } SS.

Before me, M. E. Maxwell, a Notary Public, in and for said County and State, on this 15 day of September, 1923, personally appeared Arthur Minier Karr and Mabel F. Karr, 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.

In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year last above written.

My commission expires Jan. 9, 1926. (SEAL) M. E. Maxwell, Notary Public.

Filed for record at Tulsa, Tulsa County, Oklahoma, Sept. 24, 1923, at 3:45 o'clock P.M. and recorded in book 468. page 381.

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