

468

COMPANIES

note..., and shall procure and maintain such insurance and pay such taxes and assessments, then these presents shall be wholly discharged and void; otherwise shall remain and be in full force and effect. If such insurance is not affected 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 the same become delinquent, then the mortgage herein its successors or assigns may effect such insurance and pay such taxes and assessments and shall be allowed interest thereon at the rate of ten (10) per cent per annum until paid, and this mortgage shall stand as security for all such payments and sums; and if said sum or sums of money or any part thereof, or any interest thereon is not paid when the same becomes due and payable, or if such insurance is not effected and maintained and the certificates or policies delivered to said second party, its successors or assigns, or if any taxes or assessments are not paid before the same shall be delinquent, the holder of said notes and this mortgage may, without notice to first party, elect to declare the whole sum or sums and interest thereon and attorney's fees therein provided for due and payable at once and proceed to collect said debt, interest and attorney's fees set out and mentioned in said note..., according to the terms and tenor thereof and also all sums paid for insurance and taxes and legal assessments and interest thereon, and also to foreclose this mortgage, whereupon the said second party, its successors and assigns, shall become and be entitled to the possession of said premises and shall be entitled to the rents and profits thereof, and shall be entitled to the appointment of a receiver for the collection of said rents and profits.

And it is further expressly agreed, that as often as any proceeding is taken to foreclose this mortgage, said first party shall pay to said second party, its successors and assigns, a sum equal to Ten Dollars and Ten Per Cent Additional of the total amount due on said mortgage and on said note..., as attorney's fees for such foreclosure, in addition to other legal costs, and that such attorney's fee shall be a lien upon the premises hereinabove described, and a part of the debt secured by this mortgage.

IN WITNESS WHEREOF, the party of the first part... has hereunto set his hand.. the day and year first above written.

Joseph M. Wren

STATE OF OKLAHOMA, }
TULSA COUNTY, } SS.

Before me, the undersigned, a Notary Public in and for said County and State on this 25th day of October, 1923, personally appeared Joseph M. Wren, to me known to be the identical person.. who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires Dec. 22, 1924. (SEAL) C.T.Scott;

Filed for record at Tulsa, Tulsa County, Oklahoma, Oct. 26, 1923, at 1:40 o'clock P.M. and recorded in book 468, page 422.

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

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A F F I D A V I T .

COMPARED

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

I, H. Borochoff, who being first duly sworn, deposes and says; That at the