

viding for the payment of ten dollars and tenper cent of the amount of said notes as attorney's fees if said note are collected by an attorney or by legal proceedings, said notes being signed and executed by the mortgagor herein, Harry Thomas Judson Shipman, Sixteen of which said notes being due as follows, to-wit; **COMPARED**

One of the same being due November 1st, 1923, and one of the same being due on the 1st of each and every successive 1st of each month thereafter, and each of said sixteen notes being for the principal sum of \$75.00 each; and also one note for the principal sum of \$100.00 mentioned above becoming due on the 1st day of March, 1925;

(Said notes being the same and identical notes secured by one certain mortgage of even date herewith, covering the above described premises, executed by the same mortgagor to the same mortgagee, and recorded in the office of the County Clerk of Tulsa County, Oklahoma, in Book 479, at page 400; and this mortgage securing the payment of the identical and same notes as are secured by said mortgage, this mortgage being executed to take the place of and correct said mortgage for the reason that said mortgage failed to recite that the mortgagor, Harry Thomas Judson Shipman, was a single man.)

AND THIS MORTGAGE shall be void if such payments as in said notes provided be made as therein specified, But if default be made in such payment, or any part thereof, or any interest thereon, when due or if the insurance is not kept in force, then this conveyance shall become absolute, and the whole of said principal sum secured by this mortgage shall become due and payable, and the mortgagee herein shall have the right to institute proceedings for the foreclosure of this mortgage and for the balance remaining unpaid which is secured hereby, at the option of said mortgagor, or the holder of this mortgage, and shall be entitled to have said described real estate and premises sold under foreclosure proceedings to satisfy this lien, as prescribed by the laws, of the State of Oklahoma; and for the considerations herein expressed, the mortgagor herein, party of the first part, hereby waives appraisalment of said realestate.

THIS MORTGAGE given to correct former mortgage made by same party to same party, so as to show the said Harry Thomas Judson Shipman, a single man.

And the party of the first part, mortgagor herein, hereby expressly agrees that in case of foreclosure of this mortgage and as often as proceedings shall be taken to foreclose the same, as herein provided may be done, the mortgagor herein will pay to said mortgagee, or the holder of this mortgage, a reasonable attorney's fee, in addition to all other legal costs and statutory fees, said fee to be due and payable upon the filing of petition for foreclosure of this mortgage, and which said attorneys fees this mortgage also secures, and which said fees shall be a further charge and lien upon said premises, and which said sum may be recovered in any foreclosure suit brought hereon and included in any judgment rendered in such foreclosure proceedings, and shall be collected in the same manner as the principal debt hereby secured."

In Case of failure of the party of the first part to pay taxes, insurance and all assessments on said property, the party of the second part may pay the same, and the amount thereof shall be added to and deemed a part of the principal sum and bear the same rate of interest.

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

Harry Thomas Judson Shipman,

STATE OF OKLAHOMA, }
TULSA COUNTY, } SS.

Before me, the undersigned, a Notary Public, in and for said County and State,