

And said parties of the first part, hereby promise and agree to and with the said Finerty Investment Company, its successors and assigns, to pay the taxes money, and interest on the days herein before specified, to keep the buildings fences, and other improvements on said premises in good repair, and said buildings insured during the continuance of this mortgage, in the sum of _____ Dollars for the benefit of the said second party and its assigns to deliver all policies of insurance herein provided for, to said second party and its assigns and to observe all conditions, covenants and agreements herein contained and that in case any of the said taxes or any premium due upon said insurance shall become delinquent, that the second part, or its assigns, may pay the same, and add the amount thereof, with interest thereon at the rate of ten per cent per annum to said mortgage money, and recover the same as part thereof. In case suit is commenced to foreclose this mortgage, the parties of the first part hereby agree to pay the legal holder of the note or bond hereby secured, an amount equal to ten per cent thereof, additional as attorney's fee; said sum to become due and payable at once upon the filing of petition in foreclosure, and to be secured by this mortgage and to be included in any judgment rendered and to be collected and enforced the same as the balance of the debt hereby secured. And in case the Note or Bond or coupons secured by this mortgage shall not be paid when due they shall draw interest at the rate of ten per centum per annum payable annually, from maturity untill paid. All benefit of stay, ^{appurtenant} valuation, homestead and appraisal laws are hereby waived.

In Testimony Whereof, The said parties of the first part have hereto set their hands

In the presence of

M. V. Lilly

Arvol V. Thomas,

E. A. Lilly

Georgia E. Thomas, *COMPARED*

STATE OF OKLAHOMA TULSA COUNTY) SS

Before me, the undersigned, a notary public, in and for said county and state, on this 15th day of August, 1923 personally appeared Arvol V. Thomas and Georgia E. Thomas, 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,

Witness my hand and official seal the day and year above set forth,

My commission expires March 26th, 1925, (seal) E. A. Lilly Notary Public,

STATE OF OKLAHOMA TULSA COUNTY) SS

Before me, the undersigned, a notary public, in and for said county and state, on this 28th day of August, 1923 personally appeared Arvol V. Thomas and Georgia E. Thomas, 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,

Witness my hand and official seal the day and year above set forth,

My commission expires March 26th, 1925 (seal) E. A. Lilly Notary Public,

#258026

Filed for Record in Tulsa, Tulsa County, Oklahoma, August 14-1923 at 4:30 O'Clock P. M. and recorded in Book 471 Page 133

By Brady Brown Deputy

(seal)

O. G. Weaver County Clerk

Filed for Record in Tulsa, Tulsa County, Oklahoma October 4- 1923 at 4.25 O'Clock P. M. and

Recorded in Book 474, Page 217

By Brady Brown Deputy,

(seal)

O. G. Weaver County Clerk