

shall at once become due and payable, at the option of the holder hereof, who may at any time thereafter proceed to foreclose this mortgage and sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement distinctly waived, and out of all the moneys arising from such sale to retain the amount due for principal and interest, taxes and penalties thereon; together with the costs and charges of making such sale; and the overplus, if any there be, shall be paid by the party making such sale, on demand to said party of the first part, and in case of such foreclosure, and as often as any such proceedings may be commenced, the party of the first part agrees to pay an attorney's fee of \$100.00 for the services of plaintiff's attorney and the price of an abstract of title on the said mortgaged premises, which attorney's fee and abstract expenses shall be due upon the filing of the petition in any such action, and the same shall be a lien upon the land hereby mortgaged, and shall be included in the judgment of foreclosure and taxed as costs therein; and the party of the second part is expressly authorized to pay any and all sums necessary to protect the title to said premises, and to keep the same free from other liens of whatever nature, including attorney's fees in all actions attacking such title, or the validity of this mortgage, and if said prior mortgage be assigned in trust or otherwise, to another than the second party, then any part of principal or interest secured thereby, and be taken up, held or owned by said second party, and any and all other sums paid as herein authorized shall be a further lien upon said land, and be secured hereby, and may be included in any judgment or decree entered hereon; and all sums secured hereby shall draw interest at the rate of ten per centum per annum, payable semiannually, from date said sums are expended, except the installments of said note which shall severally draw interest as provided in said installment note.

COMPARED

If all payments be made as herein specified and provided for, then this conveyance shall be void, otherwise to remain in full force and effect.

It is hereby understood and agreed that in consideration of the covenants, agreements and privileges ^{contained} in the prior bond and mortgage referred to above, and the rate of interest provided for therein, and the time and money expended in making the loan evidenced by said prior bond and mortgage that neither the payment of said prior bond or any part thereof before maturity, nor the exercising of any privilege or option written in said prior bond or mortgage, shall in any way lessen or affect the liability of the ^{party of the} first part on the note, or indebtedness, secured by this mortgage.

In testimony whereof, the said party of the first part has hereunto set his hand.

Asa Rose,
Carrie Rose.

In the presence of, Everett M. Byers,
W. T. Taylor.

State of Oklahoma }
Tulsa County } SS

Before me, the undersigned, a notary public, in and for said county and state, on this 27th day of November, 1923, personally appeared Asa Rose, and Carrie Rose, 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.

(SEAL) Everett M. Byers, Notary Public.

My commission expires Feb. 21st, 1927.

Filed for record in Tulsa County, Okla., on Nov. 27, 1923, at 4:40 P.M. recorded in book 474, page 493, Brady Brown, Deputy.

(SEAL) O.G. Weaver, County Clerk.