

to the amount secured by these presents, and shall be payable on demand, with interest at ten (10%) per annum,

COMPAILED

And it is also agreed, that should any default be made in the payment of the taxes and assessments as above provided, or any part thereof, then and in such case it shall be lawful for the party of the second part, its successors and assigns, without prejudice to any rights which it might otherwise have by virtue of these presents to pay and discharge said taxes or assessments, and the money thus paid shall be a lien on said premises, added to the amount secured by these presents, and shall be payable on demand, with interest at ten (10%) per cent per annum.

And it is also agreed, that should any default be made in the payment of any of the items mentioned in this mortgage on the day when the same are made payable by this mortgage or said note, or should said first party fail or neglect to pay, or cause to be paid, all taxes, assessments or public rates levied upon said premises, when the same becomes due and payable under the laws of Oklahoma, or shall allow or permit any legal or equitable liens to stand or to be placed against the premises herein conveyed, that will in any manner affect or weaken the security herein, intended so to be, or shall commit waste on said premises, or do any act whereby the property herein conveyed is made less valuable, or shall fail well and truly to keep and perform each and all of the covenants, expressed or implied herein contained, or either or any of them, then, upon the happening of any of the above contingencies ^{the whole amount} herein secured, shall become due and payable at once, without notice, if said second part so elect, anything herinbefore contained or contained in said note to the contrary thereof in any wise notwithstanding.

And it is further expressly agreed, that as often as any proceeding is taken to foreclose this mortgage, said first party shall pay said second party, its successors and assigns, a sum equal to ten per cent of the total amount due on said note and this mortgage, as attorney's fee for such foreclosure in addition to all other legal costs, and that such attorney's fee shall be a lien upon the land above described and a part of the debt secured by this mortgage. Appraisement of said premises is hereby waived or not at the option of the party of the second part.

Witness my hand the day and year ^{first} herein above written.

L. H. Hull,
Ada C. Hull.

State of Oklahoma)

County of Tulsa) SS Before me, Joseph C. Dowdy, a Notary Public, in and for said County and State, on this 27th day of November, 1923, personally appeared L. H. Hull and Ada C. Hill, 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.

Witness my hand and official seal the day and year last above written.

(SEAL) Joseph C. Dowdy, Notary Public.

My commission expired August 28th, 1924.

Filed for record in Tulsa County, Okla. on Dec. 3, 1923, at 8:00 A.M. and recorded in book 474, page 539, Brady Brown, Deputy.

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

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COMPAILED

SECOND MORTGAGE
Real Estate.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 82 and issued Receipt No. 12772 therefor in payment of mortgage tax on the within mortgage.

Dated this 4 day of Dec. 1923

W. W. Stackey, County Treasurer

Know all men by these presents, that Elmer Mercer and Edna A. Mercer, his wife, S.B.

Deputy