

foreclose this mortgage or to collect debt secured thereby) to which action or

proceeding the holder of this Mortgage is made a party, or in which it becomes necessary to defend or uphold the lien of this mortgage, all sums paid by the holder of this mortgage for

the expense of any litigation to prosecute or defend the rights and lien created by this mortgage (including reasonable counsel fees) shall be paid by the Mortgagor, together with interest thereon at the rate of ten per centum per annum, and any such sum and the interest thereon shall be a lien on said premises, prior to any right or title to, interest in or claim upon said premises, attaching or accruing subsequent to the lien of this mortgage, and shall be deemed to be secured by this mortgage and by the notes which it secures.

STATEMENT OF AMOUNT DUE; THIRTEENTH- Should the said mortgagee or any holder of the debt hereby secured, desire to assign or transfer the same, the mortgagor, or any subsequent owner of the said property will upon request and within ten days thereafter furnish a statement in writing, duly acknowledged as to the amount due or unpaid said debt and whether the same be without effect or counter-claim but such statement shall not be binding or conclusive upon the Mortgagee;

MORTGAGE TAXATION; FOURTEEN- In the event of the enactment after the date hereof of any Federal; or State Law deducting from the value of land for the purpose of taxation any lien thereon, or changing in any way for the taxation of mortgages or security deeds, or debts secured by mortgages or security deeds, or the manner of the collection of any such taxes as to effect this instrument, or the debt hereby secured, the holder of this instrument, and of the debt hereby secured shall have the right to give 60 days notice in writing to the Mortgagor, or to the then owner of record of the premises herein described, that the holder of this instrument and of the debt hereby secured requires payment at the end of 60 days after the date of such notice, and if such notice shall be so given the debt hereby secured shall become due, payable and collectable at the expiration of such 60 days, anything herein to the contrary notwithstanding. Such notice shall be deemed to have been duly given if personally delivered to the Mortgagor, or said owner, or mailed to the Mortgagor or said owner, at his her their or its address last known to the then holder thereof;

In Witness Whereof, the said undersigned mortgagors have hereunto set their hands and seals the day and year first above written;

Sealed and delivered in presence of )

J. A. Seekatz

Jno. S. Davenport

Susie M. Seekatz

G. J. Ratcliffe.

State of Oklahoma,

ss

Tulsa County.

Before me, a notary public in and for said County and State, on this 8th day of August 1923, personally appeared J. A. Seekatz and Susie M. Seekatz, 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 last above written.

My commission expires Feb. 21- 1926. (seal)

L. W. Kuntz, Notary Public

Filed for Record in Tulsa. Tulsa County, Oklahoma, August 8th, 1923 at 1:45 O'Clock P. M. and Recorded in Book 474, Page 96.

By Brady Brown Deputy,

(seal)

O. G. Weaver County Clerk,

#237594 EO

COMPARED

ASSIGNMENT OF MORTGAGE;

In consideration of Twenty Four Hundred Dollars receipt whereof is hereby acknowledged Leonard and Braniff, a corporation of Oklahoma City, Okla. does hereby assign transfer and set over without recourse, warranty or representation unto The Calvert Mortgage Company all its right, title and interest in and to one real estate mortgage, the indebtedness