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 27 Sept 1923  
 W. C. Gaudin, Jr. & Son

each in the principal sum of \$60.00 and one note number thirty-one in the principal sum of \$450.00. The first of such series of notes becomes due and payable on or before October 24, 1923, and one note on the 24th day of each and every month thereafter until all of said notes have been paid. Notes numbered one to thirty inclusive bear interest at the rate of 8% per annum, each note having added to its face the interest on the deferred sum of \$1,800.00 due from month to month and one note number thirty-one in the principal sum of \$450.00 bearing interest at the rate of 8% per annum payable semi-annually.

**COMPARED**

( This Mortgage is subject to and inferior to a first mortgage in the sum of \$3,000.00 in favor of the Exchange Trust Company, Tulsa, Okla. dated May 1, 1923. )

The mortgagors agree that in case default is made in the payment of any interest on first mortgage or any principal of said first mortgage, or in case suit is brought to foreclose first mortgage, that all sums secured hereby, may, at the option of the holders of said second mortgage, become due and payable and as such they have the right to foreclose same whether due or not due.

Said first parties hereby covenant that they are the owners in fee simple of said premises and that they are free and clear of all incumbrances, except as above stated.

That they have good right and authority to convey and encumber the same, and they will warrant and defend the same against the lawful claims of all persons whomsoever. Said first parties agree to insure the buildings on said premises in the sum of \$5,000.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first parties agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first parties further expressly agree that in case of foreclosure of this mortgage, and as often as any proceeding shall be taken to foreclose same as herein provided, the mortgagor will pay to the said mortgagee 10% of amount due or collected, or 10% of any judgement obtained, as attorney's or solicitor's fees therefor, in addition to all other statutory fees; said fee to be due and payable upon the filing of the petition for foreclosure and the same shall be a further charge and lien upon said premises described in this mortgage, and the amount thereon shall be recovered in said foreclosure suit and included in any judgment or decree rendered in action as aforesaid, and collected, and the lien thereof enforced in the same manner as the principal debt hereby secured.

Now if the said first parties shall pay or cause to be paid to said second party, his heirs or assigns said sums of money in the above described notes mentioned, together with the interest thereon according to the terms and tenor of said notes and shall make and maintain such insurance and pay such taxes and assessments then these presents shall be wholly discharged and void, otherwise shall remain in full force and effect. If said insurance is not effected and maintained, or if any and all taxes and assessments which are or may be levied and assessed lawfully against said premises, or any part thereof, are not paid before delinquent, then the mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of ten per cent per annum, until paid, and this mortgage shall stand as security for all such payments; and if said sums of money or any part thereof is not paid when due, or if such insurance is not effected and maintained or any taxes or assessments are not paid before delinquent, the holder of said notes and this mortgage may elect to declare the whole sum or sums and interest thereon due and payable at once and proceed to collect said debt including attorney's fees, and to foreclose this mortgage, and shall become entitled to possession of said premises.

Said first parties waive notice of election to declare the whole debt due as above and also the benefit of stay, valuation or appraisal laws.