

tutes any proceeding in any court to enforce its rights the party of the first part covenants and agrees to pay ten per cent of principal and interest as attorneys fees, in addition.

It is further agreed that in the event the said party of the first part fails to maintain said insurance on said property as herein agreed, or fails to pay any state or county or municipal tax or assessment against said property before the same becomes delinquent, the party of the second part, its successors or assigns, may at its option pay such insurance premium, or tax or assessment, and said sum or sums so paid shall become a part of the debt hereby secured; and the receipt of the proper insurance official or tax or assessment officer shall be conclusive between the parties hereto of the amount, validity and fact of such payment. And the sum or sums so paid shall bear the legal rate of interest from the date of such payment, and said sum or sums, together with interest, shall be included in and made a part of any judgment upon foreclosure of this mortgage, or charged against the first party in case of sale of said property under the powers granted in this instrument, as above set forth.

Now if the said party of the first part shall well and truly pay unto the said party of the second part, its successors or assigns, the said sum of money above mentioned, together with interest, at the times and in the manner above mentioned, and shall well and truly keep all of the covenants and stipulations above set forth, according to the true intent and meaning thereof, then these presents and the estate hereby granted, shall cease, determine and be null and void; otherwise the same shall remain of full force and effect.

This instrument, as well as the notes above mentioned is executed by virtue of a resolution passed by said church, the party of the first part at a conference duly held on the 26th day of August -1923, which resolution is of record upon the minutes of said church.

In Witness whereof the party of the first part has hereunto set its hand and affixed its seal by its proper officers thereunto duly authorized.

Jenks Missionary Baptist Church,

Signed, sealed and delivered

Jenks, Oklahoma

in the presence of

By W. S. Tuggle

W. O. King

By M. L. Singleterry

H. F. Shoaff

By H. P. Cooper

By John Vann

Add Probate or Acknowledgment.

State of Oklahoma)
County of Tulsa) ss.

Before me, the undersigned, a Notary Public., in and for said County and State on this 7th day of September, 1923 personally appeared, W. S. Tuggle, M. J. Singleterry, H. P. Cooper and John Vann as Trustees for and in behalf of the Jenks Missionary Baptist Church Jenks, Tulsa County, Oklahoma, 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.

Given under my hand and seal the day and year last above written.

My Commission expires September 2nd 1925 (SEAL)

Minnie Hugo, Notary Public
Tulsa County, Oklahoma.

Filed for record in Tulsa County, Tulsa Oklahoma, Oct 11, 1923 at 4:35 o'clock P. M. in Book 475, page 440

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk