

of all loans for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage, and to pay all taxes and assessments lawfully assessed on said premises before delinquent.

COMPARED

Said first parties further expressly agree that in case of foreclosure of this mortgage, and as often as any proceedings shall be taken to foreclose the same as herein provided, the mortgagor will pay to the said plaintiff ----- Dollars 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 thereof shall be recovered in said foreclosure suit and included in any judgment or decree rendered in any action as aforesaid, and collected, and the lien thereof enforced in the same manner as the principal debt hereby secured.

Now, if said first parties shall pay or cause to be paid to said second party, its successors or assigns said sums of money in the above described notes mentioned, together with 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 remain in full force and effect. If such insurance is not effected and maintained, or if any and all taxes are not paid before delinquent, the mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of --- per cent. per annum until paid, and this mortgage shall stand as security for all such payments. And if said sum or 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 due and payable at once and proceed to collect said debt, including attorney's fees, and to foreclose this mortgage, and shall be entitled to possession of said premises.

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

IN WITNESS WHEREOF, the said first parties have hereunto set their hands the day and year first above written.

A. F. Truex

Georgina D. Truex

STATE OF OKLAHOMA, )  
Tulsa County, ) SS.

Before me, Beulah Rummell, a Notary Public, in and for said County and State, on this 29 day of October, 1923 personally appeared A. F. Truex and Georgina D. Truex, 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.

My Commission expires Apr. 21, 1924

(SEAL) Beulah Rummell, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Nov. 13, 1923 at 8:00 o'clock A. M. in Book 480, page 246

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk