

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. **COMPARED**

And it is also agreed, that should any default be made in the payment of any of the liens mentioned in this mortgage on the day when the same are made payable by this mortgage, or said note, or should said first part fail or neglect to pay, or cause to be paid, all taxes, assessments, or public rates levied upon said premises, when the same become 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 effect or weaken the security therein, 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 hereinbefore 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 part shall pay said second party, its successors or assigns a sum equal to ten per cent of the total amount due on said note and this mortgage, as a 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.

Witness hand the day and year first above written.

Hannah Moore, nee Lewis,
Jessie Lewis.

State of Oklahoma) }
County of Muskogee) SS Before me, C. E. Bohannon, a Notary Public, in and for said County and State, on this 6 day of Dec. 1923, personally appeared Hannah Moore, nee Lewis, and Jessie Lewis, her husband, 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.

(SEAL) C. E. Bohannon, Notary Public.

My commission expires June 9, 1925.

Filed for record in Tulsa County, Okla. on Jan. 25, 1924, at 8:00 A.M. recorded in book 481, page 440, Brady Brown, Deputy,

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

249728 - BH

COMPARED

REAL ESTATE MORTGAGE.

This indenture, made this 15 day of January, in the year one thousand nine hundred and twentyfour between Edna Solomon, a single woman of Muskogee, party of the first part, and W. E. Rowsey, of Muskogee, party of the second part.

Witnesseth, that the said party of the first part for and in consideration of eight hundred dollars, to her in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold, remised, released