

Now if the said Morris B. Welch and Minnie Helen Welch, husband and wife, their heirs, executors, administrators or assigns, shall well and truly pay or cause to be paid the above recited note, according to the tenor thereof, and all assessments, dues, fines, and all other charges or liens upon or against said stock, to the said FIDELITY BUILDING AND LOAN ASSOCIATION; its successors or assigns, according to the By-Laws of said Association; and keep said premises insured against loss by Fire or Tornado, in such companies as are acceptable to the Association; and pay all taxes, rates, charges and assessments, and secure the release and discharge of all liens upon and against said property within ninety days after said taxes, rates, charges, assessments and liens accrue; and keep said property in good repair, as herein provided; Then this mortgage shall be void; otherwise to remain in full force and virtue in law.

COMPARED

It is further agreed that if default shall be made in the payment of any of said sums of money, or any part thereof, or the performance of any of the conditions hereinbefore specified, then the whole indebtedness, including the amount of all dues, fines, assessments or other charges upon said stock, shall become due, and the grantee herein, its successors or assigns, may proceed by foreclosure, or any other lawful mode, to collect the amount of said note, together with all interest, premium, cost, and the amount of all dues, fines, assessments, or other charges on said stock, and all taxes, rates, insurance, liens, charges and assessments accrued on said real estate; and the said grantee shall be entitled to the possession of said premises and of said property. But it is further understood and agreed by and between the parties hereto, that the Board of Directors of said Association may, at their option, pay or cause to be paid, the said taxes, charges, insurance, rates, liens and assessments so due and payable, and charge them against said grantors their heirs, executors, administrators or assigns, and the amount so paid shall be a lien on said mortgaged premises, and shall bear interest and premium at the same rate specified herein, and may be included in any judgment rendered to foreclose this mortgage; but whether they elect to pay such taxes, charges, insurance, rates, liens and assessments or not, it is distinctly understood that in all cases of delinquencies as above enumerated, then in like manner the said note and the whole of said sum shall immediately become due and payable.

And it is further agreed, that if foreclosure proceedings be instituted, an attorney's fee of ten per cent additional shall be allowed, the said fee in any case to be at least Twenty-five Dollars, and taxed as cost in the case; and the grantor herein, for the consideration hereinbefore specified, expressly waive appraisement of said property and all benefit of the homestead, stay, or exemption laws of the State of Oklahoma.

Witness their hands this 26 day January 1924.

Witnesses :

Clyde L. Sears

Morris B. Welch

Minnie Helen Welch

STATE OF OKLAHOMA,)
COUNTY OF TULSA) SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this 26 day of January 1924, personally appeared Morris B. Welch and Minnie Helen Welch 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 notarial seal at Tulsa in the County and State aforesaid, the day and year last above written.

My Commission expires 2-7-1926

(SEAL)

Clyde L. Sears, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Jan'y 28, 1924 at 4:30 o'clock P. M. in Book 482, page 626 By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk