

the payment of interest, or any part thereof, or failure to comply with any of the conditions or agreements contained in the first mortgage on real estate given to secure the payment of this note, then this note shall immediately become due and payable, at the option of the legal holder thereof, and if collected by suit, ten per cent additional shall be allowed, as attorney's fee, the said fee in any case to be at least Twenty-five Dollars; provided, that the makers of this note may have the privilege of paying Fifty Dollars or any multiple thereof, or all, on the principal sum, by paying one month's interest in advance, on the amount so paid, as prescribed by the By-Laws, and have the interest payments reduced accordingly.

Dated at Sand Springs, Okla., the 23rd day of February A. D. 1924

Now if the said A. J. Avey and Edna Avey, his wife their heirs, assigns, executors or administrators shall well and truly pay or cause to be paid the aforesaid note, according to the tenor thereof, and all assessments, dues and fines on said Stock, to the said The Oklahoma Savings and Loan Association, its successors or assigns, according to the By-Laws of said Association, and keep said premises insured against loss by Fire and Tornado, and pay all taxes, rates, liens, charges, and assessments upon or against said property, and keep the same in good repair, as herein provided, then this mortgage shall be void; otherwise to remain in full force and virtue in law. It is further agreed that if default shall be made in the payment of said sums of money, or any part thereof, as hereinbefore specified; or if the taxes rates, insurance, liens, charges and dues assessed or charged on the above real estate shall remain unpaid for the period of ninety days after the same are due and payable, then the whole indebtedness including the amount of all assessments, dues and fines on said stock, shall become due, and the said Grantee, its successors or assigns, may proceed by foreclosure or any other lawful mode, to make the amount of said note, together with all interest, premium, cost and the amount of all assessments, dues and fines on said Stock, and all taxes, rates, insurance, liens, charges and assessments accrued on said real estate, and of the aforesaid real estate and the said Stock; and the said Grantee shall be entitled to the possession of said premises and of said property. 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 costs in said case. But 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 or assigns, and the amount so paid shall be a lien on said mortgaged premises, and shall bear interest at the same rate specified herein, and may be included in any judgment rendered in any proceeding to foreclose this mortgage; but whether they elect to pay such taxes, insurance, charges, 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.

Witness our hands this 23rd day of February A. D. 1924.

A. J. Avey

Edna Avey

STATE OF OKLAHOMA,)
COUNTY OF TULSA) ss.

Before me the undersigned a Notary Public in and for said County and State, on this 23rd day of February, 1924 personally appeared A. J. Avey and Edna Avey, 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.