

or assessments, or in procuring and maintaining insurance as above covenanted, said mortgagee, its successors or assigns may pay such taxes and effect such insurance, and the sums so paid shall be a further lien on said premises under this mortgage, payable forthwith, with interest at the rate of Ten (10) per cent per annum.

FIFTH. Should default be made in the payment of said monthly sums, or any of said fines, or taxes, or insurance premiums, or any part thereof, when the same are payable as provided in this mortgage and in said note and said by-laws, and should the same, or any part thereof, remain unpaid for the period of three months, then the aforesaid principal sum of Two Thousand and No/100 Dollars, with all arrearages thereon, all and penalties, taxes and insurance premiums shall, at the option of said mortgagee, or of its successors or assigns, become payable immediately thereafter, anything hereinbefore contained to the contrary notwithstanding. In the event of legal proceedings to foreclose this mortgage, the indebtedness thereby secured shall bear interest from the filing of such foreclosure proceedings at the rate of ten per cent per annum in lieu of the further payments of monthly installments. Appraisement waived.

SIXTH. The said mortgagors shall pay to the said mortgagee or to its successors or assigns, the sum of Two Hundred and no/100 DOLLARS, as a reasonable attorney's fee in addition to all other legal costs, as often as any legal proceedings are taken to foreclose this mortgage for default in any of its covenants, or as often as the said mortgagors or mortgagee may be made defendant in any suit affecting the title to said property, which sum shall be an additional lien on said premises.

SEVENTH. As further security for the indebtedness above recited the mortgagor hereby assigns the rentals of the above property mortgaged to the mortgagee and in case of default in the payment of any monthly installment the mortgagee or legal representative may collect said rents and credit the sum collected less cost of collection, upon said indebtedness, and these promises may be enforced by the appointment of a Receiver by the Court.

IN WITNESS WHEREOF, The said mortgagors have hereunto set their hands and seals on the 1st day of March, A. D. 1924.

Witnesses to Mark:

K. V. Smith Tulsa, Okla.

Willie Stone Tulsa, Okla.

J. L. Barton

her  
Margaret A. x Barton  
mark

I hereby certify that at the request of Margaret A. Barton I wrote her name at the end of the within deed and she thereto affixed her mark in the presence of myself and the other witnesses.

Elizabeth B. Windsor

STATE OF OKLAHOMA )  
Tulsa County. ) ss.

Before me, Elizabeth B. Windsor a Notary Public in and for said County and State this First day of March 1924, personally appeared J. L. Barton, husband of Margaret A. Barton to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they have executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on the date above mentioned.

My commission expires on the Seventh day of February 1928 (SEAL) Elizabeth B. Windsor  
Notary Public

STATE OF OKLAHOMA )  
TULSA COUNTY ) ss.

Before me, the undersigned, a Notary Public in and for said County and State