

487 its successors or assigns, the principal sum of Nine Hundred Dollars on the first day of January Nineteen Hundred and Thirty-four, with interest on the said principal sum at the rate of six per centum, per annum, payable annually, on the first day of January Nineteen Hundred and Twenty-Five and annually thereafter, both principal and interest payable at the office of FINERTY INVESTMENT COMPANY, in Oklahoma City, Oklahoma, according to the terms of one certain promissory note or bond, of even date herewith, with coupons for interest attached thereto and also pay all taxes, and other assessments on said premises, during the continuance of this mortgage, before any of said taxes shall become delinquent, and shall pay said interest coupons as the same mature, and keep the buildings, fences, and other improvements on said premises in as good condition as at this date, and shall keep the said buildings insured in the sum of \$-----, for the use and benefit of the party of the second part, and its assigns, until said principal sum and interest are fully paid; then, and in that case only, these presents shall be void, otherwise to remain in full force and effect; PROVIDED ALSO, That on default in payment of any part of said principal, or interest, or taxes, as the same shall become due, or upon failure of said parties of the first part to keep the buildings, fences and improvements on said premises in good repair, or to keep said buildings, so insured as herein provided, or to deliver the policies of insurance to second party or its assigns, then the whole of the money hereby secured shall become payable immediately upon such default or failure, at the option of the party of the second part or its assigns. The party of the second part is expressly authorized to pay any and all sums necessary to protect the title to said premises, and to keep the same free from other liens of whatever nature, including attorney's fees in all actions attacking such title or the validity of this mortgage. And said parties of the first part hereby promise and agree to and with the said FINERTY INVESTMENT COMPANY, its successors and assigns, to pay the taxes, money, and interest, on the days herein before specified to keep the buildings fences, and other improvements on said premises in good repair, and said buildings insured during the continuance of this mortgage, in the sum of-----Dollars, for the benefit of the said second party and its assigns, to deliver all policies of insurance herein provided for, to said second party and its assigns, and to observe all conditions, covenants and agreements herein contained; and that in case any of the said taxes or any premium due upon the aforesaid insurance, shall become delinquent, that the party of the second part, or its assigns, may pay the same, and add the amount thereof, with interest thereon at the rate of ten per cent per annum to said mortgage money, and recover the same as part thereof. In case suit is commenced to foreclose this mortgage, the parties of the first part hereby agree---- to pay the legal holder of the note or bond hereby secured, an amount equal to ten per cent thereof, additional, as attorney's fee; said sum to become due and payable at once upon the filing of petition in foreclosure, and to be secured by this mortgage and to be included in any judgment rendered and to be collected and enforced the same as the balance of the debt hereby secured. And in case the Note or Bond or coupons secured by this mortgage shall not be paid when due, they shall draw interest at the rate of ten per centum per annum, payable annually, from maturity until paid. All benefit of stay, valuation, homestead, and appraisal laws are hereby expressly waived.

In Testimony Whereof, the Said parties of the first part have hereto set their hands.

In the presence of

E. G. Graves

Everett M. Byers

STATE OF OKLAHOMA,)

Tulsa County,)

SS. Before me, the undersigned, a Notary Public, in and for said county and state, on this 12th day of April 1924, personally appeared Clarence Maken, and

Clarence Maken

Lillian Maken