

his heirs, administrators, or assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement, hereby waived ~~or~~ not, at the option of the said party of the second part, his heirs, administrators, or assigns, and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and the over-plus, if any there be, shall be paid by the party making such sale, on demand, to the said party of the first part, his heirs and assigns:

And said mortgagors further expressly agrees that in case of foreclosure of this mortgage, and as often as any proceedings shall be taken to foreclose same, as hereafter provided, the mortgagors will pay to the said plaintiff, his heir, two hundred 00/100 dollars, as a reasonable attorney's or solicitor's fee therefor, in addition to all other legal costs and statutory fees; said fee to be due and payable upon the filing of petition for foreclosure, and the same shall be a further charge and lien upon the said premises described in this mortgage, and the amount thereof shall be recovered in said foreclosure suit and including in any judgement of decree rendered in any action as aforesaid, and collected and the lien thereof enforced in the same manner as the principal debt hereby secured.

In case of a failure of the party of the first part to pay taxes, insurance and all assessments, on said property, the party of the second part may pay the same, and the amount thereof shall be added to and deemed a part of the principal sum and bear the same rate of interest.

In witness whereof, the said party of the first part has hereunto set our hands and seal the day and year first above written.

G. W. (his Xmark) Magness
Signed, sealed and delivered ~~to~~ (Joana Magness).
in presence of D. C. Rose.

State of Oklahoma, County of Tulsa,

Before me, D. C. Rose, a Notary Public in and for said County and State, on this 25th day of August, 1924, personally appeared G. W. Magness and Joana Magness, 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.

Witness my hand and seal the day and date last above named.

(SEAL) D. C. Rose, Notary Public.

My commission expires July 7, 1927.

ACKNOWLEDGEMENT TO SIGNATURE BY MARK.

State of Oklahoma, ^{County} ~~State~~ of Tulsa,

Before me, D. C. Rose, a Notary Public, in and for said County and State, on this 25 day of August, 1924, personally appeared G. W. Magness and Joana Magness, to me known to be the identical persons who executed the within and foregoing instrument, by his mark in my presence and in the presence of D. C. Rose, and Louise Burton, as witnesses, 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 seal the day and date last above named.

(SEAL) D. C. Rose, Notary Public.

My commission expires July 7th, 1927.

Filed for record in Tulsa Co. Okla. on Aug 25, 1924, at 3:30 P.M. recorded in book 49, page 377, Brady Brown, Deputy,

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