

made according to the terms of a certain promissory note of even date herewith, signed by the maker hereof, Joanna Charter, and payable to H. J. Thomas, or order, and maturing on the 15th. day of June 1925, and bearing interest from maturity at the rate of 10% per annum.

THIS MORTGAGE is given subject, and is inferior, to a certain mortgage for \$6,500.00 and interest, given by said first party, Joanna Charter, to Home Building and Loan Association, dated June 14th. 1924, and filed for record June 20th. 1924, and recorded at Book of Mortgages number 525, page 429.

AND, PROVIDED ALWAYS, That this instrument is made, executed and delivered upon the following conditions, and is accepted on the following conditions, to-wit: that said first party hereby covenants and agrees to pay all taxes and assessments of said land described when the same shall become due, and to keep all improvements in good repair, and not to commit or allow waste to be committed on the premises, and to insure, and keep insured, in favor of second party, with loss payable clause to second party, the buildings and improvements on said property, in the amount of not less than \$3500.00.

And it is further expressly agreed and understood by and between the parties hereto that if any default be made in the payment of the principal or interest of the first mortgage above referred to, or the taxes, insurance premiums, special assessments, or other charges against said property, or in case of the breach of any other condition in said first mortgage contained, then and in that event the second party hereto shall have the right and privilege of making any such payment of principal or interest, taxes, insurance premiums, special assessment, or other charge against said property, and upon payment of any such the same shall become an added part of this obligation and shall be secured by the lien of this mortgage in the same manner that other items are herein secured.

And if default is made in the payment of the principal or interest of this mortgage, or of the first mortgage above referred to, or the taxes, insurance premiums, special assessments, or other charges against said property, or in case of the breach of any other condition of this mortgage or of said first mortgage, then and in that event the whole of said principal sum herein secured, with all interest, accumulations and accretions thereto as herein provided for, shall become due and payable, at the option of the second party hereto, his heirs or assigns, and this mortgage may be foreclosed, and said second party shall be entitled to the immediate possession of the premises, and all the rents and profits thereof.

Said first party hereby agrees that as often as any action may be brought to foreclose this mortgage she will pay to second party a reasonable attorneys fee of Three Hundred Dollars (\$300.00), which sum this mortgage also secures.

GIVEN UNDER MY HAND, this the 1st. day of July 1924.

Joanna Charter

By A. W. Lucas

Attorney in Fact

#### ACKNOWLEDGMENT.

STATE OF OKLAHOMA )  
COUNTY OF TULSA ) ss.

Before me, the undersigned, a Notary Public, in and for the said County and State, on this 8th day of July, 1924, personally appeared A. W. Lucas, to me known to be the identical person who executed the within and foregoing instrument as attorney in fact of Joanna Charter and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of Joanna Charter, for the uses and purposes therein set forth.

My commission expires April 2nd, 1928 (SEAL) Grace L. Norvell, Notary Public