

of even date herewith: One for \$45.00 due April 3, 1925 made to J. E. Ingersoll or order, payable at Tulsa, Oklahoma with ten per cent. interest per annum from date, payable semi-annually, and signed by first party.

Said first party hereby covenant that she is owner in fee simple of said premises, and that they are free and clear of all incumbrances - - - That she has good right and authority to convey and incumber the same and she warrants and will defend the same against the lawful claims of all persons whomsoever. Said first party agrees to insure the buildings on said premises for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage, and to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first party further expressly agrees that in case of foreclosure of this mortgage, and as often as any proceedings shall be taken to foreclose the same as herein provided, the mortgagor will pay to the said plaintiff Thirty dollars and 10 per cent as attorney's or solicitor's fees therefor, in addition to all other statutory fees, said fee to be due and payable upon the filing of the petition for foreclosure and the same shall be a further charge and lien upon said premises described in this mortgage, and the amount thereof shall be recovered in said foreclosure suit and included in any judgment or decree rendered in any action as aforesaid, and collected, and the lien thereof enforced in the same manner as the principal debt hereby secured.

Now, if said first party shall pay or cause to be paid to said second part his heirs or assigns and sum of money in the above described note mentioned; together with interest thereon according to the terms and tenor of said note and shall make and maintain such insurance and pay such taxes and assessments, then these presents shall be wholly discharged and void, otherwise remain in full force and effect. If such insurance is not effected and maintained, or if any and all taxes are not paid before delinquent, the mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of 10 per cent per annum until paid, and this mortgage shall stand as security for all such payments. And if said sum or sums of money or any part thereof is not paid when due or if such insurance is not effected and maintained, or any taxes or assessments are not paid before delinquent, the holder of said note and this mortgage may elect to declare the whole sum or sums interest due and payable at once and proceed to collect said debt, including attorney's fees, and to foreclose this mortgage, and shall be entitled to possession of said premises.

Said first party waives notice of election to declare the whole debt due as above stated.

In Witness Whereof, The said first party has hereunto set her hand the day and year first above written.

Annie Vaughn

STATE OF OKLAHOMA,)
) ss.
Tulsa County.)

Before me, D. C. Tillery, a Notary Public in and for said County and State, on this 3rd day of March 1925, personally appeared Annie Vaughn, a single woman, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above set forth.

My commission expires Mar. 29th, 1925. (Seal)

D. C. Tillery, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, March 24, 1925, at 9:40 o'clock A.M. and recorded in Book 493, Page 281.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.