

This mortgage is given to secure the principal sum of One thousand # Dollars with interest thereon at the rate of ten per cent. per annum payable monthly from maturity according to the terms of One certain promissory note described as follows, to-wit:

One note of \$1000.00 dated August 4th, 1924, and due in two months.

Said first party agrees to insure the buildings on said premises for their reasonable value for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first party agrees 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 proceeding shall be taken to foreclose same as herein provided, the mortgagor will pay to the said mortgagee One Hundred # Dollars 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 thereon shall be recovered in said foreclosure suit and included in any judgment or decree rendered in action as aforesaid, and collected, and the lien thereof enforced in the same manner as the principal debt hereby secured.

Now if the said first party shall pay or cause to be paid to said second party, its heirs or assigns said sum of money in the above described note mentioned, together with the 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 shall remain in full force and effect. If said insurance is not effected and maintained, or if any and all taxes and assessments which are or may be levied and assessed lawfully against said premises, or any part thereof, are not paid before delinquent, then the mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of ten per cent per annum, until paid, and this mortgage shall stand as security for all such payments; and if said 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 and interest thereon due and payable at once and proceed to collect said debt including attorney's fees, and to foreclose this mortgage and shall be come entitled to possession of said premises.* (the benefit of stay, valuation or appraisal laws)

Said first party waives notice of election to declare the whole debt, due as above and also *

IN WITNESS WHEREOF, said party of the first part has hereunto set its hand this 4th day

of August 1924.

Attest:

(Corp Seal)

Berry-Hart Company, a Corporation

Geo M. Tibbs.

By Geo S. Berry

Secretary.

President.

State of Oklahoma,)
County of Tulsa) SS.

Before me, the undersigned, a Notary Public, in and for said county and state, on this 4th day of August 1924, personally appeared Geo. S. Berry to me known to be the identical person who subscribed the name of the maker thereof to the within and foregoing instrument as its resident 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 such corporation, for the uses and purposes therein set forth.

My commission expires Feb. 11th, 1928 (Seal)

M. Branson, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma on August 6, 1924 at 8.00 oclock A. M. in Book 493 page 37

Brady Brown, Deputy

(Seal)

O. G. Weaver, County Clerk