

approved by the Mortgagee in the sum of Nine Thousand Dollars, as a further security to said mortgage debt, and assign and deliver to the Mortgagee all insurance upon said property.

FOURTH. If said Mortgagor make default in the payment of any of the aforesaid taxes or assessments, or in procuring and maintaining insurance as above covenanted, said Mortgagee, its successor or assigns may pay such taxes and effect such insurance, and the sums so paid shall be a further lien on said premises under this mortgage, payable forthwith, with interest at the rate of ten per cent per annum.

FIFTH. Should default be made in the payment of said monthly sums, or of any of said fines, or taxes, or insurance premiums or any part thereof, when the same are payable as provided in this mortgage and in said note and by-laws, and should the same, or any part thereof, remain unpaid for the period of three months, then the aforesaid principal sum of Nine Thousand Dollars, with all arrearages thereon, and all penalties, taxes and insurance premiums, shall, at the option of said Mortgagee, or of its successors or assigns, become payable immediately thereafter, anything hereinbefore contained to the contrary thereof notwithstanding. In the event of legal proceedings to foreclose this mortgage, the indebtedness thereby secured shall bear interest from the filing of such foreclosure proceedings at the rate of ten per cent per annum in lieu of the further payments of monthly installments.

SIXTH. The said Mortgagor shall pay to the said Mortgagee or to its successors or assigns, the sum of Nine Hundred Dollars, as a reasonable solicitor's fee in addition to all other legal costs, as often as any legal proceedings are taken to foreclose this mortgage for default in any of its covenants, or as often as the said Mortgagor or Mortgagee may be defendant in any suit affecting title to said property, which sum shall be an additional lien on said premises.

SEVENTH. As further security for the indebtedness above recited the Mortgagor hereby assigns the rentals of the above property mortgaged to the Mortgagee and in case of default in the payment of any monthly instalment the Mortgagee or legal representative may collect said rents and credit the sum collected less cost of collection, upon said indebtedness, and these premises may be enforced by the appointment of a Receiver by the Court.

IN WITNESS WHEREOF, The said Mortgagor has hereunto set his hand and seal on the First day of May A.D. 1925.

Frank H. Pottier

STATE OF OKLAHOMA, }  
Tulsa County. } ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 4th day of May 1925, personally appeared Frank H. Pottier, a single man, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on the date above mentioned.  
My commission expires on the 28th day of November, 1928. (Seal) L. A. Sessinghaus, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, May 4, 1925, at 3:35 o'clock P.M. and recorded in Book 493, Page 480.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

286285 C.M.J. *W. W. Frazier* MORTGAGE.

This is to certify that \$2,000.00 has been received and Receipt No. 20002 issued therefor in Payment of Mortgage Tax on the within Mortgage. Dated this 4th day of May 1925.

THIS MORTGAGE, made this the 1st day of May 1925, by and between W. W. Frazier, a single person of Tulsa County, State of