

FOURTH. Upon any breach of the first, second or third special covenants of this mortgage hereinbefore enumerated, as well as for the failure to pay any part of the indebtedness hereby secured, either principal or interest, at the time the same becomes due, the holder of this mortgage may declare the entire sum or sums secured hereby due and payable, without notice and shall be entitled to a foreclosure of this mortgage for the satisfaction thereof.

FIFTH. In case of default in payment of any insurance premium, taxes or assessments, the holder of this mortgage may pay and discharge the same, and all such sums so paid shall be secured by the lien of this mortgage and draw interest at the rate of ten per cent per annum, provided that such payments by the mortgagee shall not operate as a waiver of the right to foreclose the mortgage under the provisions of the fourth special covenant hereinbefore set out.

SIXTH. Upon any default entitling the holder hereof to a foreclosure and if the indebtedness secured by this mortgage shall be collected by an attorney or through proceedings in any County, State or Federal Court, an additional sum of ten per cent of the amount due shall be recovered as attorney's fees and shall be included in any judgment or decree of foreclosure as a part of the indebtedness secured by this mortgage.

SEVENTH. In event any suit or suits are filed in any court, asserting or claiming any right, title interest, or lien adverse to the interest of the mortgagee herein, then to protect the lien of this mortgage the mortgagee or assignee may at their option defend against such suit or claim, or may purchase such outstanding claim, paying or incurring liability therefor and on account thereof such sums as may be necessary or reasonable, including reasonable attorney fees to attorney employed for such purpose and any and all sums so paid or expended shall be secured by this mortgage and shall be a lien upon said premises in the same manner and with the same effect and force as the original note secured hereby and bearing interest at the rate of 10% per annum from date of such payment thereon, and the mortgagor agrees and covenants to re-pay all such sums to the mortgagee, and failure to make such re-payment on demand shall constitute a default within the terms of this mortgage.

EIGHTH. Parties of the first part, for said consideration, do hereby expressly waive appraisalment of said real estate and all benefits of the homestead, exemption and stay laws in Oklahoma.

Dated this 1st day of May 1925.

C. C. Hoggatt

Bertha M. Hoggatt

STATE OF OKLAHOMA, )  
Tulsa County. ) ss.

Before me, - - - a Notary Public in and for said County and State, on this 11 day of May 1925, personally appeared C. C. Hoggatt and Bertha M. Hoggatt Hoggatt, 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 official seal, the day and year above set forth.

My commission expires October 24, 1926. (Seal)

W. N. Tobin, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, May 12, 1925, at 10:15 o'clock A.M. and recorded in Book 493, Page 524.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

287108

AGREEMENT

*Smith  
(Baptist  
Church)*