

at the rate of ten per centum per annum, the same to be taxed as part of the cost of the case, for the benefit of the plaintiff or complainant, and the same shall be a lien on the premises hereby mortgage, and shall be due and payable when action is commenced, or when said principal note is placed in the hands of an attorney for collection; and for the consideration above mentioned the said mortgagor hereby expressly waives the appraisement of said real estate and all benefits of the homestead and stay laws of said State.

COST OF LITIGATION TWELFTH--If any action or proceeding be commenced (except an action to fore-

close this mortgage or to collect the debt secured thereby), to which action or proceeding the holder of this Mortgage is made a party, or in which it becomes necessary to defend or uphold the lien of this mortgage, all sums paid by the holder of this mortgage for the expense of any litigation to prosecute or defend the rights and lien created by this mortgage (including reasonable counsel fees), shall be paid by the Mortgagor, together with interest thereon at the rate of ten per centum per annum, and any such sum and the interest thereon shall be a lien on said premises, prior to any right, or title to, interest in or claim upon said premises, attaching or accruing subsequent to the lien of this mortgage, and shall be deemed to be secured by this mortgage and by the notes which it secures.

STATEMENT OF AMOUNT DUE

THIRTEENTH--Should the said mortgagee or any holder of the debt hereby secured, desire to assign or transfer the same, the mortgagor, or any subsequent owner of the said property will upon request and within ten days thereafter furnish a statement in writing, duly acknowledged, as to the amount due or unpaid upon said debt and whether the same be without offset or counter-claim, but such statement shall not be binding or conclusive upon the Mortgagee.

MORTGAGE TAXATION

FOURTEENTH-- In the event of the enactment after the date hereof of any Federal or State Law deducting from the value of land for the purpose of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages, or security deeds, or debts secured by mortgages or security deeds, or the manner of the collection of any such taxes so as to affect this instrument, or the debt hereby secured, the holder of this instrument, and of the debt hereby secured shall have the right to give 60 days notice in writing to the Mortgagor, or to the then owner of record of the premises herein described, that the holder of this instrument and of the debt hereby secured requires payment at the end of 60 days after the date of such notice, and if such notice shall be so given the debt hereby secured shall become due, payable and collectible at the expiration of such 60 days, anything herein to the contrary notwithstanding. Such notice shall be deemed to have been duly given if personally delivered to the Mortgagor, or said owner, or mailed to the Mortgagor, or said owner, at his, her, their or its address last known to the then holder thereof.

IN WITNESS WHEREOF the said undersigned mortgagor have hereunto set their hands and seals the day and year first above written.

Sealed and delivered)
in presence of

Chas. B. Carden

Jessie A. Bower

Lita E. Kelley

A. W. Kelley

STATE OF OKLAHOMA)
Rogers County) SS:

Before me, a Notary public in and for said County and State, on this 30th day of August 1924, personally appeared Lita E. Kelley and A. W. Kelley 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.