

this mortgage, and to pay all taxes and assessments, lawfully assessed on said premises, before delinquent.

Said first parties further expressly agree 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 mortgagors will pay to the said mortgagee, his successors or assigns, Fifteen Dollars (\$15.00) and ten per cent (10%) of the amounts due, as attorney's fees, or solicitor's fees therefor, in addition to all other statutory fees, said fees to be due and payable upon the filing of the petition for foreclosure, and the same shall be a further charge and lien upon the 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 parties shall pay, or cause to be paid, the said second party, his successors or assigns, the said 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 shall remain in full force and effect. If such 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 if any part thereof, 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 ten per cent (10%) 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 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 entitled to possession of said premises.

Said first parties waive notice of election to declare the whole debt due, as above stated, and also the benefit of stay, valuation or appraisal laws.

IN WITNESS WHEREOF, the said first parties have hereunto set their hands, the day and year first above written.

Arthur Ries

Bernice Ries

STATE OF OKLAHOMA)
County of Tulsa)

Before me, Chas B. Carden, a Notary Public in and for said County and State, on this the 11th day of September, 1924, personally appeared Arthur Ries and Bernice Ries, husband and 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.

In Testimony Whereof, I have hereunto set my hand and Notarial Seal in the City of Tulsa, Said County and State, this the day and date last above written.

My commission expires Sept 13, 1927 (SEAL)

Chas B. Carden, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Sept 11, 1924 at 1:30 o'clock P. M.

in Book 494, page 398

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

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