

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 said by-laws and should the same, or any part thereof, remain unpaid for the period of three (3) months, then the aforesaid principal sum of Two Thousand Five Hundred 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, anything hereinbefore contained to the contrary notwithstanding. In the event of legal proceedings to foreclose this mortgage the indebtedness hereby secured shall bear interest from the filing of such foreclosure proceedings at the rate of ten (10) percent per annum in lieu of the further payments of monthly installments.

SIXTH. The said mortgagors shall pay to the said mortgagee or to its successors or assigns, a reasonable attorney'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 mortgagors or mortgagee may be made defendant in any suit affecting the title of said property, which sum shall be an additional lien on said premises.

SEVENTH. As further security for the indebtedness above recited the mortgagors hereby assigns the rentals of the above property mortgaged to the mortgagee and in case of default in the payment of any monthly installment the mortgagee or legal representative may collect said rents and credit the sum collected less cost of collection, upon said indebtedness, and these promises may be enforced by the appointment of a receiver by the court.

EIGHTH. In the event suit is instituted by other parties seeking to foreclose a mortgage or lien upon the premises covered by this mortgage, or attacking the title of the mortgagor or the lien of said mortgagor or its successors or assigns, the said mortgagee, its successors or assigns may at its option declare its debt due and maintain an original action by way of cross-petition to establish its mortgage lien and to foreclose same without reference to whether the payments to the association are in arrears or not.

IN WITNESS WHEREOF, the said mortgagors have hereunto set their hands and seal on the 12th day of September A. D. 1924.

J. W. Rogers

Marie A. Rogers

STATE OF OKLAHOMA, )  
TULSA COUNTY ) SS.

Before me, Rena M. Fowle, a Notary Public in and for said County and State, on this 12th day of September 1924, personally appeared J. W. Rogers and Marie A. Rogers, 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 WITNESS WHEREOF, I have hereunto set my hand and notarial seal on the date above mentioned.

My commission expires on the 26th day of March, 1928

(SEAL)

Rena M. Fowle, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Sept. 13, 1924 at 11:35 o'clock A. M. in Book 494, page 431

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

COMPARED BY  
[Signature]