

487. its successors may pay such taxes and effect such insurance and the same 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. In the event the mortgagor becomes delinquent in the payment of any taxes or assessments, which taxes or assessments, either by state law or a city charter, may form the basis of a suit for foreclosure by the holder of the tax certificate or bond, the mortgagee may pay said taxes and immediately institute suit for foreclosure of this mortgage.

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 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 twenty-two 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, anything hereinbefore contained to the contrary 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 (10) per cent 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 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 28th day of October, A.D. 1924.

Valjean Biddison

Clarence Lloyd

A. J. Biddison

Lyda F. Biddison

Harry Campbell

P. H. Moroney

Rachel M. Lloyd

Jennie Campbell

Margaret Moroney

Rosa B. Mills

Claud B. Mills

STATE OF OKLAHOMA

) SS

Tulsa County

Before me, A. M. Nicholson, a Notary Public in and for said County and State, on this 28th day of October, 1924, personally appeared Valjean Biddison and Lyda F. Biddison, husband & wife, and; A. J. Biddison, a single man; Rosa B. Mills; Clarence Lloyd, a single man; P. H. Moroney and Margaret Moroney, husband & wife; and, Rachel M. Lloyd, and; Harry Campbell and Jennie Campbell, 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.