

herewith, executed by the said party of the first part, and payable to the order of the party of the second part in Four Months after date (Sept. 28th, 1909) with interest at 10% from date.

Now if the party of the first part, shall fail to pay any part of the note secured hereby, when the same shall become due, then the whole sum secured hereby, shall forthwith become due and payable, at the option of the holder hereof; who may immediately proceed to foreclose this mortgage; and in case of such foreclosure; and as often as any such proceedings may be had, the party of the first part agree to pay an attorney fee of \$75 for the service of plaintiff's attorney; which shall be due upon the filing of the petition in any such action, and the same shall be a lien upon said land secured hereby; and shall be included in the judgement of foreclosure, or taxed as costs herein at the option of the holder hereof; and upon sale under any such foreclosure, the party of the first part hereby expressly waive appraisement of said premises and agree that the same may be sold without appraisement, and the party of the second part is expressly authorized to pay any, and all sums necessary to protect the title of said premises, or to keep the same free from other liens of whatever nature, including attorneys fees in all actions attacking such title, or the validity of this mortgage; and any sum paid, as herein authorized, shall be a further lien upon said land, and be secured hereby, and may be included in any judgement or decree entered hereon; and all sums secured hereby, shall draw interest at the rate of ten per centum per annum from the time same becomes payable until paid.

Signed and delivered this 28th, day of May 1909.

In the presence of:

E. A. Lilly

Rosa Osenbaugh

E. Goodman.

V. W. Osenbaugh

[illegible]

Before me, E. A. Lilly, a Notary Public, in and for said County and State, on this 28th, day of May 1909, personally appeared Rosa Osenbaugh and W. V. Osenbaugh, wife and husband, 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.

E. A. Lilly, Notary Public.

(SEAL) My commission expires Sept. 21, 1912.

Filed for record at Tulsa, Oklahoma, May 28, 1909, at 11.20 o'clock A. M.

H. C. Walkley, Register of Deeds (SEAL)

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