

CENT, interest per annum, thereon from date, payable semi-annually, and five per cent. as attorney's fee s if placed in the hands of an attorney for collection and paid without suit, and an additional attorney's fee of \$50.00 if suit is brought to foreclose this mortgage.

Said parties of the first part hereby covenant that they are owners in Fee Simple of said premises and that they are free and clear of all incumbrances. That they have good right and authority to convey and encumber the same, and that they will warrant and defend the same against the lawful claims of all persons whomsoever. Said parties of the first part agree to insure the buildings on said premises in the sum of \$---- for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said parties of the first part to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Now if said parties of the first part shall pay or cause to be paid to the party of the second part, its successors and assigns, said sum of money in the above described 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 affected and maintained, or if any or all taxes and assessments which are or may be levied and assessed lawfully against said premises or any part thereof are not paid before delinquent, then the mortgagee may effect such insurance or pay such taxes or assessments and shall be allowed interest thereon

at the rate of ten per cent 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 said insurance is not affected or maintained, or if 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 become entitled to the possession of the premises.

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

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

R. N. Bynum

E. B. Bynum

STATE OF OKLAHOMA,)
: SS.
COUNTY OF TULSA.)

BEFORE ME, Lester Curie, a Notary Public in and for said County and State, on this 12th, day of July 1909, personally appeared R. N. Bynum and E. B. Bynum, 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.

WITNESS my hand and official seal.

Lester Curie, Notary Public.

(SEAL) My commission expires June 28th, 1912.

Filed for record at Tulsa, Okla., Jul. 19, 1909, at 1.40, et'clock P. M.

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