

party of the second part in four installments. Now, if the party of the first part shall fail to pay any installment of the note secured hereby when the same shall become due, or shall fail in any of the terms and conditions of said prior bond or mortgage or said installment note, 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 agrees to pay an attorneys fee of \$50.00 for the services of plaintiffs 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 any judgement of foreclosure, or taxed as costs therein at the option of the holder hereof, and upon sale under any such foreclosure, the party of the first part hereby expressly waives appraisement of said premises and agrees that the same may be sold with or without appraisement at the option of the party of the second part, and the party of the first part expressly agrees to pay any and all sums necessary to protect the title of said premises, or to keep the same from other liens of whatever nature, including attorneys fees in all actions attacking such title, or the validity of this mortgage, and if said prior mortgage be assigned in trust, or otherwise to another than the second party, then any part of principal or interest secured hereby, and taken up, held or owned by said second party, and by any other sum paid, as 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, including the installments of said note, shall draw interest at the rate of 6% per centum per annum from date until paid, as provided in said installment note.

And it is hereby agreed that the consideration of the note secured hereby is for a loan of money this day made.

Signed and delivered this 9th, day of October 1909.

Name signed and witness to mark in Presence of:

T. D. Taylor.

her  
Elizabeth (X) Baker.  
mark  
John H. Baker,

Robt. L. McLendon.

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

BEFORE ME, George L. Hicks, a Notary Public, in and for said County and State, on this 11th, day of October 1909, personally appeared Elizabeth Baker, and John H. Baker, her 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.

WITNESS my hand and official seal the day and year above set forth.

George L. Hicks, Notary Public.

(SEAL) My commission expires June 5th, 1911.

Filed for record at Tulsa, Okla., Oct. 14, 1909, at 10:20 o'clock A. M.

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