

to the same; this mortgage being subject, however, to a prior bond and mortgage between the first party hereto, and The Travelers Insurance Company for a principal sum of Twenty-two Hundred Dollars, and one of \$500.00 to the Atkinson, Warren & Henley Company.

The said sum secured hereby is evidence by a certain promissory note, of even date herewith, executed by the said party of the first part, and payable to the order of the party of the second part on or before August 24, 1910.

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, or shall fail in any of the terms and conditions of said prior bond, or mortgage, then the whole sum secured thereby, 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 \$200.00 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 judgment 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 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 what ever nature, including attorney 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 24th day of February, 1910

In the presence of	)	Minnie E. Baker
E. A. Lilly	)	Carl Baker.
G. S. Turley.	)	

State of Oklahoma )  
Tulsa County )

Before me, E. A. Lilly, a notary public in and for said County and State on this 24th day of February 1910, personally appeared Minnie E. Baker and Carl Baker 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, Okla. Feb. 25, 1910 at 2 o'clock P. M.

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

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