

unpaid from month to month. It is further understood and agreed that all payments which are not promptly made when due shall thereafter draw interest at the rate of eight and nine-tenths (8.9) per cent per annum until paid.

AND IT IS ALSO AGREED, That should any default be made in the payment of any of the items mentioned in this mortgage on the day when the same are made payable by this mortgage or said bond, or should said first parties fail or neglect to pay or cause to be paid all taxes, assessments, or public rates levied upon said premises, when the same become due and payable under the laws of Oklahoma, or shall allow or permit any legal or equitable liens to stand or to be placed against the premises herein conveyed that will in any manner affect or weaken the security herein, intended so to be, or shall commit waste on said premises, or do any act whereby the property hereby conveyed is made less valuable, or shall fail well and truly to keep and perform each and all of the covenants, express or implied, herein contained, or either or any of them, then, upon the happening of any of the above contingencies, the whole amount herein secured shall become due and payable at once, without notice, if said second party so elect, anything hereinbefore contained, or contained in said bond, to the contrary thereof in any wise notwithstanding.

AND IT IS FURTHER EXPRESSLY AGREED, That as often as any proceeding is taken to foreclose this mortgage, said first parties shall pay said second party, its successors or assigns, as sum equal to ten per cent of the total amount due on said bond, and this mortgage as attorney's fees for such foreclosure in addition to all other legal costs, and that such attorney's fee shall be a lien upon the land above described and a part of the debt secured by this mortgage. Appraisal of said premises is hereby waived or not at the option of the party of the second part.

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

E. Milton Latimer (LS.)

Signed, Sealed and Delivered
in the presence of

Minerva E. Latimer (LS)

E. A. Lilly,

C. B. Rowe.

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

Before me, E. A. Lilly, a Notary Public in and for said County and State on this 7th day of April 1910, personally appeared E. Milton Latimer and Minerva E. Latimer 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 last above written.

E. A. Lilly, Notary Public.

(Seal)

My commission expires Sept. 21, 1912.

Filed for record at Tulsa, Okla. Apr 13, 1910 at 8 :50 o'clock A. M.

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

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