

99

NOW, THEREFORE, The said George W. Foreman and Jessie M. Foreman  
first parties agree to do all things required of them by this mortgage and the bond hereinbefore mentioned, and to repay to said  
Bank the principal sum of Five hundred (500) Dollars,

But in no event, whether first parties elect to avail ~~themselves~~ of the privilege of repaying said loan before said monthly payments hereinbefore provided for have been made or not shall the interest paid for the use of the money exceed the rate of eight and nine-tenths (8.9) per cent. per annum on the amount remaining 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 FURTHER EXPRESSLY AGREED, That as often as any proceeding is taken to foreclose this mortgage, said first party shall pay said second party, its successors or assigns, a 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. Appraisalment of said premises is hereby waived or not at the option of the party of the second part.

Signed, Sealed and Delivered in the Presence of

E. A. Lilly

George W. Foreman [L. S.]  
 Jesse M. Foreman [L. S.]  
 [L. S.]  
 [L. S.]

STATE OF OKLAHOMA, }  
County of Tulsa } ss.

Witness my hand and official seal the day and year last above written.

(Seal)

My commission expires Sept, 21, 1912.

E. A. Lilly

Notary Public,

This instrument was filed for record this 12 day of Dec A. D. 1911 at 8<sup>40</sup> o'clock a M.

By

(Seal)

Deputy.

H. O. Walkley  
Register

Register of Deeds.