

upon the following conditions, to-wit :

FIRST : Said first party is justly indebted unto the said second party in the principal sum of Four Hundred and No/100 Dollars being for a loan made by the said party of the second part to the said first part and payable according to the tenor and effect of one certain negotiable promissory note executed and delivered by the said first party, bearing date August 7 1908 and payable to the order of said second party of Tulsa Oklahoma on the 1st day of August 1913 at the office of F.M. Sutton Tulsa Oklahoma with interest thereon from date until maturity at the rate of six per cent per annum, payable semi-annually, which interest is evidenced by ten coupon interest notes of even date herewith, and executed by the said first party one (the first) for eleven and 54/100 Dollars due on the 1st day of February 1909 and nine notes for Twelve and No/100 Dollars due on the 1st day of August and February 1909, 1910, 1911, 1912, and 1913. respectively. Each said principal and interest notes bear interest after maturity at the rate of ten per cent per annum, and are made payable at the order of Said F.M. Sutton ~~Tulsa~~ at the office of F.M. Sutton Tulsa Oklahoma with exchange on New York.

SECOND : The said party of the first part agrees to keep all buildings fences and other improvements on the said land in as good repair as they now are and not to commit or allow any waste on said premises.

THIRD : It is further expressly agreed by and between the parties herunto that if any default be made in the payment of any part of either said principal or interest notes, when the same become due or in case of default in the payment of any installment of taxes or assessments upon said premises, or upon said loan, or the premium for fire insurance, as hereinafter provided, when the same become due, or in case of the breach of any covenant or condition herein contained, the whole of said principal sum named herein and interest thereon, shall become immediately due and payable, and this mortgage may be foreclosed accordingly. And it is also agreed that in the event of any default in payment or breach of any covenant or condition herein, the rents and profits of said premises are pledged to the party of the second part or his assigns as additional collateral security and said party of the second part, or assigns shall be entitled to possession of said premises by receiver or otherwise.

FOURTH: Said party of the first part hereby agrees that in the event action brought to foreclose this mortgage he will pay a reasonable attorney's fee of and No/100 Dollars which this mortgage also secures.

FIFTH: It is hereby further agreed and understood that this mortgage secured the payment of the principal note and interest herein described and all renewal, principal or interest notes that may hereafter be given in the event of any extension of time for the payment of said principal debt, to evidence said principal or the interest upon the same during the said time of extension.

SIXTH: Said party of the first part hereby covenants and agrees to pay all taxes and assessments of whatsoever character on said land, and any taxes or assessments that shall be made upon said loan or upon the legal holder of said notes and mortgage, on account of said loan, by the State of Oklahoma, or by the County or Town wherein said land

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Signed and acknowledged before me

Notary Public for Oklahoma
J. M. Sutton
Tulsa, Oklahoma
August 31, 1910