

of the Indian Base and Meridian, Tulsa County, Oklahoma, according to the United States survey thereof, of the Indian Meridian, and warrant the title to the same, this mortgage being subject however, to a prior mortgage of the same date between the same parties for a principal sum of Three Hundred Dollars.

The said sum secured hereby is evidenced by 2 certain promissory notes 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 in Two (2) installments. Now, if the party of the first part shall fail to pay any installment of the notes secured hereby when the same shall become due, or shall fail in any of the terms and conditions of the 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 attorney's fee of \$50.00 for the services 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 herein at the option of the holder hereof; and upon sale under any such foreclosure, the party of the first part hereby expressly waives appraisal, *of said premises and agrees that the same may be sold with or without appraisal* 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 and interest secured thereby, 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 judgment or decree entered thereon; and all sums secured hereby, including the installments of said note, shall draw interest at the rate of ten per centum, per annum from date until paid, as provided in said installment notes.

And it is hereby agreed that the consideration of the note secured hereby is evidenced by two certain promissory notes of even date, for Thirty Dollars each, becoming due and payable on the first days of December, 1909 and 1910.

Signed and delivered this Twentieth Day of November, 1908.

Witnesses to mark:

J. E. Birdsong In presence of:

N. O. Colburn.

John L. Rogers

has

Hattie X Rogers

mark

STATE OF OKLAHOMA,)

(SS.

ROGERS COUNTY.)

Before me, George L. Hicks, a Notary Public in and for said County and State, on this 5th, day of Dec., 1908, personally appeared John L. Rogers, and Hattie Rogers, husband and wife, 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 Dec. 7, 1908, at 11.05 A. M.

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