

in the sum of Eight Hundred and No/100 Dollars (\$800.00), being for a loan made by the said party of the second part to the said first party and payable according to the terms, tenor and effect of two certain negotiable promissory notes executed and delivered by the said first parties bearing even date herewith and payable to the order of first party, one of which is due June 22nd., 1909 and one June 22nd., 1910 with interest thereon at the rate of 10 per cent per annum payable semi-annually.

SECOND:- Said parties of the first part hereby covenant and agree to pay all taxes and assessments of whatsoever character on said land by the State of Oklahoma or the County or Town wherein said land is situated, when the same become due, and to keep the buildings upon the mortgaged premises insured in some reliable fire insurance company, approved by the party of the second part for the sum of Eight Hundred Dollars, and to assign the policies to said party of the second part, as his interest may appear and deliver said policies and renewals to said party of the second part, to be held by him until this mortgage is fully paid, and said parties of the first part assume all responsibility of proof and care and expense of collecting such insurance if loss occurs.

THIRD :- The said parties of the first part agree to keep all improvements upon said real estate which are now thereon or may hereafter be placed thereon in good repair and not to permit nor to commit any waste on said premises.

FOURTH:- It is expressly further provided and agreed by and between the parties hereto that if any default be made in the payment of either the principal or interest when the same become due, or in case of default in the payment of any installment of taxes or assessments on said premises, or the premium for said fire insurance when the same become due, or in the case of any 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 his assigns shall be entitled to possession of said premises, by Receiver or otherwise.

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

SIXTH:- Said parties of the first part hereby agree that in the event action is brought to foreclose this mortgage, they will pay an attorney's fee of seventy Five Dollars (\$75.00) to be taxed by the court, which said attorney's fee this mortgage also secures.

SEVENTH:- It is further hereby agreed and understood between the parties hereto and as part of the consideration hereof that the said parties of the first part do jointly and severally hereby expressly waive appraisal of said real estate, and all benefit of the homestead exemption and stay laws of the State of Oklahoma. The foregoing conditions being performed, this conveyance to be void, otherwise of full force and effect.

IN TESTIMONY WHEREOF, the said parties of the first part hereunto subscribed their names and affix their seals on the day and year first above mentioned.

C.C.Hall

Seal

*Mayme Hall*

Seal

Executed and delivered in the presence of

*F.M. Fulton F.M. Sutton*

State of Oklahoma )

SS.

County of Tulsa )

Before me, F.M. Sutton, a Notary Public in and for said County and State, on this 22nd day of June A.D. 1908, personally appeared C.C. Hall and Mayme Hall, 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 thereinset forth.

WITNESS my hand and official seal.

F.M. Sutton

Notary Public

SEAL.

My commission expires March 16th 1911.

File for record June 23 1908 3:20 P.M. H.C. Walkley, Reg of Deeds.

(SEAL)