

promissory notes of even date herewith, said notes being executed by the said mortgagors to the said mortgagee and being more particularly described as follows:

Note No. 1- Principal amount \$2000.00, due Two Years after date, with interest at Ten Per cent per annum from maturity.

Note No. 2 - Principal amount \$100.00, due Six months after date, with interest at Ten Percent per annum from maturity.

Note No. 3 - Principal amount \$100.00, due One year after date with interest at Ten Percent per annum from maturity.

Note No. 4 - Principal amount \$100.00, due Eighteen months after date with interest at Ten Percent per annum from maturity.

Note No. 5- Principal amount \$100.00, due Two years after date with interest at Ten Per cent per annum from maturity,

each of said notes providing for an Attorney's fee of Ten Dollars and Ten Percent (10%), of the note if the same is collected by an Attorney or by legal proceedings. Said mortgagors hereby covenant that they are the owners in fee simple of said premises and that they are free and clear of all encumbrances except a first mortgage in favor of F. M. FOSTER, in the sum of Three Thousand Dollars (\$3,000.00), bearing interest at the rate of Ten Percent (10%) per annum, payable semi-annually, and interest notes as set out in said mortgage filed May 16, 1921, and recorded in Book 323, Page 536, of the Mortgage Record in the County Clerk's office of Tulsa County, State of Oklahoma.

That they have good right and authority to mortgage the same and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

Said mortgagors agree to keep the buildings on said premises insured as in the first mortgage above referred to.

Said mortgagors agree to pay all taxes and assessments lawfully levied or assessed against said premises before the same become delinquent.

NOW, if said mortgagors shall pay, or cause to be paid, to said mortgagee, his heirs or assigns, said sums of money in the above described notes mentioned, together with the interest thereon and attorney's fees, according to the terms and tenor of said notes, and shall make and maintain such insurance, and pay such taxes and assessments, then these presents shall be wholly discharged and void, otherwise shall remain in full force and effect. If such insurance is not effected and maintained, or if any and all taxes and assessments which are or may be levied or assessed lawfully against said premises or any part thereof are not paid before becoming delinquent, then the said mortgagee may effect such insurance or pay such taxes and assessments, and this mortgage shall stand security for all such payments made by him with interest thereon at Ten Per cent (10%) per annum, until paid; and if the above described note or notes, or any one of them, or any part thereof, or any other sum of money assured by this mortgage, or the first mortgage and the interest notes, be not paid punctually when due, or if such insurance is not effected and maintained, or any tax or assessment is not paid before becoming delinquent, the holder of said notes and this mortgage may elect to declare the whole sum, or sums and interest thereon due and payable at once, and proceed to collect said debt, including attorney's fees and to foreclose this mortgage, and shall become entitled to possession of said premises.

IN WITNESS WHEREOF, the said mortgagors have hereunto set their hands, the day and year first above written.

James W. Bozarth

Blanche M. Bozarth