

Twenty Three, Township Twenty-one (21) Range (13) Thirteen  
East, 80 acres more or less.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining forever.

This conveyance is intended as a mortgage to secure the payment of (1577.10) promissory note of even date herewith. One for \$1577/10 due July 29th 1922 To the State Bank of Collinsville, Collinsville, Okla. Due January 29th 1923. made to The State Bank, Collinsville or order, payable to their Bank with 10% per cent interest per annum from maturity payable semi-annually and signed by Grover C. Smith and Ida Smith. Said first parties hereby covenants that they are owners in fee simple of said premises and that they are free and clear of all incumbrances. That they have good right and authority to convey and encumber the same and they will warrant and defend the same against the lawful claims of all persons whomsoever. Said first parties agree to insure the buildings on said premises in the sum of \$1000.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first parties agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first parties further expressly agrees, that in case of foreclosure of this mortgage, and as often as any proceeding shall be taken to foreclose same as herein provided, the mortgagor will pay to the said Plaintiff (50.00) Fifty Dollars as attorney's or solicitor's fees therefor, in addition to all other statutory fees; said fee to be due and payable upon the filing of the petition for foreclosure and the same shall be a further charge and lien upon said premises described in this mortgage, and the amount thereon shall be recovered in said foreclosure suit and included in any judgment or decree rendered in action as aforesaid, and collected, and the lien thereof enforced in the same manner as the principal debt hereby secured.

The mortgagors, for themselves, their heirs, administrators, executors, successors or assigns hereby consent that any action to foreclose this mortgage may be brought in the county in which the land described is situated, and hereby waive any objection to such venue of such action.

Now if said first parties shall pay or cause to be paid to said second part their heirs or assigns said sum of money in the above described note mentioned together with the interest thereon according to the terms and tenor of said note and shall made 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 affected and maintained, or if any and all taxes and assessments which are or may be levied and assessed lawfully against said premises, or any part thereof, are not paid before delinquent, then the mortgage may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of 10% per cent per annum, until paid, and this mortgage shall stand as security for all such payments; and if said sum or sums of money or any part thereof is not paid when due or if such insurance is not effected and maintained or any taxes or assessments are not paid before delinquent, the holder of said note 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.

Said first parties waives notice of election to declare the whole debt due as above