

scribed premises, situate in the County of Tulsa, and State of Oklahoma, to-wit:

The West Half of the South East Quarter of Section numbered Five (5),
Township numbered Sixteen (16N) North Range Numbered Fourteen (14E)
East of the Indian Meridian, containing in all Eighty acres of land,
more or less, according to Government survey thereof.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the improvements thereon and the appurtenances thereunto belonging or in any wise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors, or assigns, forever. And the said parties of the first part covenant and agree that at the delivery hereof they are the lawful owners of the premises hereby conveyed, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, whatsoever, and they will warrant and forever defend the title to and possession of the same unto said party of the second part, its successors or assigns, against the lawful claims of all persons, whomsoever. This conveyance, however, is intended as a mortgage for the better securing of the said sum of Fifteen Hundred and no/100 DOLLARS justly due and owing by the said parties of the first part to the said Virgil R. Coss Mortgage Company, its successors or assigns, and evidenced by one certain promissory note, bearing even date herewith, and due on the first day of August, 1927, and bearing 7 per cent. interest from date, payable annually, evidenced until maturity by interest coupon notes thereto annexed, and ten per cent. interest after maturity; given for an actual loan of money.

411
It is expressly understood and agreed by and between the parties hereto, that this mortgage is the first lien on the premises hereby conveyed; that the parties of the first part will pay the indebtedness hereby secured at the time and place and in the manner provided in said note, and will also pay all taxes and assessments levied against the premises hereby conveyed when due, and will neither commit or permit any waste upon said premises, or the removal of any building or other improvements therefrom without the written consent of the said second party first had and obtained.

Upon payment of said promissory note according to the tenor and effect thereof being well and truly made, then, in such case, this conveyance shall become null and void, and shall be released at the cost of the first parties; but in case of failure or default in the payment of said promissory note when due, or any part thereof, or any interest thereon, at maturity; or in case of default in the payment of any taxes or assessments levied against either the premises hereby conveyed or the indebtedness hereby secured; or if the insurance on the buildings, as hereinafter provided, be not kept in force as stipulated; or if the parties of the first part do, or suffer to be done, anything whereby this security is impaired, then upon the happening of any such contingencies, the party of the second part, its successors or assigns, may pay such taxes and assessments, and any other sum or sums necessary to preserve and protect such security and may provide the necessary insurance on the buildings, and all such sums so expended shall bear interest at the rate of ten per cent per annum, and this mortgage shall stand as security thereof.

The parties of the first part agree to procure and maintain policies of insurance on the buildings located on the premises hereby conveyed, in such insurance companies as said second party shall elect, in the sum of Fif Dollars with premiums therefor fully paid, which said policy or policies shall be assigned to and held by said second party, its successors or assigns, as collateral and additional security for the payment of the indebtedness hereby secured.