

nowledged, together with the interest thereon and other sums hereinafter mentioned, as the same fall due doth hereby Grant, Bargain, Sell and Mortgage to said party of the second part, its successors and assigns, forever, the following described tract or parcel of land with the tenements, appurtenances, and hereditaments thereunto belonging situated in County of Tulsa, State of Oklahoma, to-wit:

The Northeast Quarter (NE $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) and the Northwest Quarter (NW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Thirty Five (35) Township Eighteen (18) North, Range Thirteen (13) East

of the Indian Meridian, containing (80) acres, more or less, according to the Government Survey, together with the rents, issues and profits thereof, and warrant, and will defend the title to the same. This mortgage is subject and second to a mortgage executed by the parties of the first part to The Pioneer Mortgage Company dated June 2, 1922, to secure the payment of \$2500.00, covering the above-described real estate and it is distinctly understood and agreed that the notes secured by this mortgage are given for and in consideration of the services of THE PIONEER MORTGAGE COMPANY in obtaining a loan for the parties of the firstpart, secured by the prior mortgage of \$2500.00 hereinbefore referred to; and the notes by this mortgage secured do not cover any portion of the interest on said prior mortgage, and are to be paid in full regardless of whether the loan by said prior mortgage secured is paid wholly or partly before its maturity.

The said sum of \$175.00 hereby secured is evidenced by two notes of even date herewith, executed by the parties of the first part and payable to the order of the party of the second part, as follows:

\$87.50 on the first day of June, 1923.

\$87.50 on the first day of June, 1924.

bearing interest as provided in said notes. }

Now, if the party of the first part shall fail to pay, or cause to be paid, any of the notes secured hereby, when the same shall become due, or any sum or sums hereinafter mentioned, or shall fail in any of the terms and conditions of said prior bond or mortgage, then this conveyance shall become absolute and the whole sum secured hereby shall at once become due and payable, at the option of the holder hereof, who may at any time thereafter proceed to foreclose this mortgage and sell the premises hereby granted or any part thereof, in the manner prescribed by law, appraisement distinctly waived, and out of all the moneys arising from such sale to retain the amount due for principal and interest, taxes and penalties thereon; together with the costs and charges of making such sale; and the over plus, if any therebe, shall be paid by the party making such sale, on demand to said parties of the first part, and in case of such foreclosure, and as often as any such proceedings may be commenced, the parties of the first part agree to pay an attorney's fee of \$100.00 for the services of Plaintiff's attorney and the price of an abstract of title on the said mortgaged premises, which attorney's fee and abstract expenses shall be due upon the filing of the petition in any such action, and the same shall be alien upon the land hereby mortgaged, and shall be included in the judgment of foreclosure and taxed as costs therein; and the party of the second part is expressly authorized to pay any and all sums necessary to protect the title to said premises, and to keep the same free from