

described as follows: One principal note for the sum of Five Thousand Dollars (\$5000.) due on the 1st day of August, 1925 with interest thereon at the rate of nine per cent per annum as shown by six interest coupons attached to said principal note one due on the 1st day of February and August in each year, and providing that in case of default of any payment provided in this mortgage or said note when such payment shall be due and same is collected by an attorney of record or by suit, ten per cent of the amount due shall be added as attorney fee.

NOW, If the said parties of the first part shall pay or cause to be paid to the said party of the second part his heirs, assigns, the sum of money in above described notes mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void, and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof, are not paid when the same by law are due and payable, then the whole of said sum or sums, and interest thereon, shall and by these presents become due and payable, and the said party of the second part shall be entitled to the possession of said premises. Appraisement waived.

Said parties of the first part hereby agrees to procure and maintain policies of insurance on the buildings erected and to be erected upon the above described premises in some responsible insurance company to the satisfaction of the legal holder or holders of this mortgage, to the amount of this mortgage Dollars, loss, if any payable to the mortgagee or his assigns. An attorney fee of ten per cent of amount due may be taxed and be made part of the costs of foreclosure, providing this mortgage is foreclosed by an attorney of record of this state.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands this 2nd day of August, A. D., 1922.

Adah M. Oberholtzer

J. V. Oberholtzer

OKLAHOMA ACKNOWLEDGMENT

STATE OF OKLAHOMA,)
County of Tulsa) SS.

Before me, J. R. League, a Notary Public in and for said County and State, on this 2nd day of August 1922, personally appeared Adah M. Oberholtzer and J. V. Oberholtzer, her husband, 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 therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year last above written.

My commission expires May 16, 1926 (SEAL) J. R. League, Notary Public.

Filed for record in Tulsa County, Tulsa Oklahoma, Aug 4, 1922 at 4:05 o'clock P.M. in Book 412, page 367

By E. Delman., Deputy

(SEAL)

O. D. Lawson, County Clerk