

412-
in the State of Oklahoma, same being the Northwest quarter of the Southeast quarter, and the North one-half of the Northeast quarter of the Southeast quarter, all in Sec. 30, Twp. 20, Range 14, East of the Indian Meridian, containing sixty (60) acres of land, more or less.

TOGETHER with all rents and profits therefrom, and all improvements and appurtenances, now or hereafter in any wise belonging thereto, and the said Addie Gravitt hereby warrants the title thereto against all persons whomsoever.

This mortgage and deed of Trust is given as security for the performance of the covenants herein specified, to-wit, the faithful compliance on her part of the said Addie Gravitt in and to a certain lease, executed by her, the said Addie Gravitt, on the 21st day of September, 1921, by the said J. Shapiro and L. Ornish, of Dallas, Texas, upon the following premises, to-wit: ground or street floor at location designated and known as 111 St. Paul Street in the City of Dallas, same being situated between Elm and Main Streets in said city, said lease upon said building being for a term of three years, beginning on the 21st day of September, 1921, and ending on the 21st day of September, 1924, to be occupied as a Tea Room and Cafe, and not otherwise, paying therefor the sum of forty-five hundred dollars (\$4500.00) for said three years lease, payable \$125.00 monthly in advance, during the currency of said lease, and the full and faithful performance of said lease, to which lease reference is here made, and made a part of this Mortgage.

It is hereby further agreed and understood that this Mortgage secures the payment of the principal of said lease and interest on said principal after date when due, at the rate of 8% per annum, together with reasonable attorneys fees at 10% on the amount of principal and interest then due, if placed in the hands of an attorney, or collected through the Probate Court.

But in case of default or failure to make proper payment of said indebtedness or any part thereof, principal or interest, as the same shall become due and payable, or failure to observe and keep any of the covenants set out in said lease, then and in that event, the Trustee is hereby authorized and empowered, and it shall be his special duty at the request of the Lessor of said lease, to sell the above described property to the highest bidder for cash at the courthouse door in the County where said land is situated at public auction as required by law in the State of Oklahoma, and after such sale, to make the purchaser or purchasers hereunder, good and sufficient deed in the name of the grantors herein, conveying the property so sold to the purchasers in fee simple, with general warranty of title, and to receive the proceeds of said sale, and apply the same as follows:

First: To the payment of all necessary costs and expenses incident to the execution of said trusts, including a fee to the Trustee of 5%, to be estimated upon the amount realized at said sale. Second, to the payment rateably of said indebtedness by reason of said default in the payment of said lease, according to the terms and tenor thereof. Third, the remainder, if any there shall be after the payment of all costs and expenses, and the principal and interest due by reason of any default in the faithful performance of said lease, shall be paid to the said Addie Gravitt, or to her heirs, assigns or legal representatives.

In case of the death of the said J. C. Bird, Trustee, or his removal from the County of Dallas, Texas, or his refusal, failure or inability, for any reason, within 30 days after such request by the Lessors as above stipulated to make said sale or perform said trusts, then the said J. Shapiro and L. Ornish, or either of them may appoint in