

of Tulsa and State of Oklahoma, according to the recorded plat thereof.

TO HAVE AND TO HOLD THE SAME unto the said party of the second part his heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining forever.

PROVIDED Always And these presents are upon this express condition that whereas said W.B. Shuey has this day executed and delivered his certain promissory notes in writing to said party of the second part, described as follows:

One principal note for the sum of Twenty Five Hundred dollars \$2500.00 due on the 1st day of September, 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 March, 1923 for \$108.75 and five others for \$112.50 each due on the 1st days of September and March in each year respectively with further provision 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.

Said party 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 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 a part of the costs of foreclosure, providing this mortgage is foreclosed by an attorney of record of this state.

Now if said party of the first part shall pay or cause to be paid to said party of the second part his heirs or assigns said sum of money in the above described notes mentioned together with the interest thereon according to the terms and tenor of the same, then this mortgage 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 same are by law made due and payable, the whole of said sum or sums, and interest thereon shall then become due and payable and said party of the second part shall be entitled to possession of said premises. And said party of the first part for said consideration does hereby expressly waive an appraisalment of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma. In Witness Whereof, the said party of the first part has hereunto set his hand the day and year first above written.

W.B. Shuey

TREASURER'S ENDORSEMENT

hereby certify that I received \$150 and issued Receipt No. 4070 therefor in payment of mortgage tax on the within mortgage.

Dated this 1st day of Sept 1922

WAYNE L. DICKEY, County Treasurer.

State of Oklahoma )

County of Tulsa )

ss.

Deputy

Before me J.R. League a Notary Public in and for said

County and State on this 6th day of September 1922 per-