

land with the tenements, appurtenances, and hereditaments thereunto belonging, situated in County of Tulsa, State of Oklahoma, to wit:

The south half (S $\frac{1}{2}$ ) of the southeast quarter (SW $\frac{1}{4}$ ) of section twenty three (23) township nineteen, (19) north, range fourteen (14) east

of the Indian Meridian, containing (80) acres, more or less, according to 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 September 20 1922, to secure the payment of \$1500.00 covering the above-described real estate, and it is distinctly understood and agreed that the notes secured by this mortgage as given for and in consideration of the services of The Pioneer Mortgage Company in obtaining a loan for the parties of the first part, secured by the prior mortgage of \$1500.00 herein before referred to, and the notes by this mortgage secured so 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 \$75.00 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:

\$37.50 on the first day of October, 1923.  
37.50 on the first day of October, 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 of 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 there be, 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 a lien 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 any other liens of whatever nature, including attorney's fees in all actions affecting such title or the validity of this mortgage, and if said prior said mortgage be assigned in trust or otherwise to another than the second party, then any part of principal or interest secured thereby, and taken up, held or owned by said second party, and any and all other sums paid, as herein authorized, shall be a further lien upon said land, and be secured hereby, and may be included in any judgment or decree entered thereon; and all sums secured hereby shall draw interest at the rate