

State of Oklahoma, party of the second part.

WITNESSETH: That said parties of the first part in consideration of the sum of \$1600.00 Sixteen Hundred No/100 dollars, the receipt of which is hereby acknowledged by these presents ~~does by these presents~~, grant, bargain, sell and convey unto said party of the second part, his heirs and assigns all the following described real estate situate in Collinsville, Tulsa County, and State of Oklahoma, to-wit:

Lot (3) Three and the West ($\frac{1}{2}$) of Lot (2) Two, in

Block (28) Twenty-eight Original Town of Collinsville, Okla.

Lot (10) Ten in Block (60) Sixty Original Town of Collinsville,

Okla.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining forever.

This conveyance is intended as a mortgage to secure the payment of one promissory note of even date herewith One for \$1600.00 due Nov. 23rd 1923 made to R.T. Bentley or order payable at the State Bank of Collinsville, with 8 per cent interest per annum from date, payable semi-annually and signed by first parties.

Said first parties hereby covenant that they are owners in fee simple of said premises, and that they are free and clear of all incumbrances. That they have good right and authority to convey and encumber the same and they warrant and will defend the same against the lawful claims of all persons whomsoever. Said first parties agree to insure the buildings on said premises in the sum of \$--- for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage, and to pay all taxes and assessments lawfully assessed on said premises before delinquent. Said first parties further expressly agree that in case of foreclosure of this mortgage, and as often as any proceeding shall be taken to foreclose the same as herein provided, the mortgagor will pay to the said plaintiff \$25.00 Dollars as attorney's or solicitors fees therefor, in addition to all other statutory fees said fee to be due and payable upon the filing of the petition for foreclosure and the same shall be a further charge and lien upon the said premises described in this mortgage, and the amount thereof, shall be recovered in said foreclosure suit and included in any judgment or decree rendered in any action as aforesaid, and collected, and the lien thereof enforced in the same manner as the principal debt hereby secured.

Now if said first parties shall pay or cause to be paid to said second party his heirs or assigns said sum of money in the above described note mentioned, together with interest thereon according to the terms and tenor of said note and shall make, and maintain such insurance, and pay such taxes and assessments then these presents shall be wholly discharged and void, otherwise shall remain in full force and effect. if such insurance is not effected and maintained, or if any and all taxes and assessments which are or may be levied and assessed lawfully against said premises or any part thereof are not paid before delinquent, the mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of 8 per cent per annum until paid and this mortgage, shall stand as security for all such payments. And if said sum or sums of money or any part thereof is not paid when due or if such insurance is not effected and maintained or any taxes or assessments are not paid before delinquent the holder of said note and this mortgage may elect to declare the whole sum or sums and interest thereon due and payable at once and proceed to collect said debt, including attorney's fees and to foreclose this mort-