

the first part therein. And the said parties of the first part do hereby covenant, and agree that at the delivery hereof they - the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, and will warrant and defend the same and that the same is free and clear of all incumbrances of whatsoever kind except one certain mortgage for \$2,000. made to Home Savings & Loan Association of Bartlesville, Oklahoma, and second mortgage for \$300. payable to the W.E. Win Lumber Company .

This grant is intended as a mortgage to secure the payment of the sum of Two Hundred Forty and no/100 <sup>from date</sup> dollars payable as follows, to-wit: \$40.00 plus interest thereon at 8% due February 23rd 1923, and note for \$40.00 plus interest thereon at 8% from date, due the 23rd of each succeeding month until the sum of \$240.00 or six payments shall have been made according to the terms of six certain promissory notes this day executed and delivered by the said parties of the first part in the said party of the second part; and this conveyance shall be void if such payment be made as herein specified. Now if payment is made as provided this mortgage shall be released at the cost of the mortgagors, which costs they agree to pay, but if said sum of money or any interest thereon, is not paid when due, or if any taxes or assessments, now or hereafter levied or imposed in said county or state, against said real estate, or upon this mortgage or the notes secured thereby, or if any installment of principal or interest of any mortgage or lien prior to this, are not paid when the same are due and payable, or if default be made in the agreement to keep said property insured, as hereinafter set forth, then, in either of these cases, the sum hereby secured, with the interest thereon, shall immediately become due and payable, at the option of the mortgagee or assigns, without notice . But the legal holder of this mortgage may at his option pay such taxes, assessments or installments of principal or interest or charges for insurance so due and payable if the mortgagor or assigns shall neglect or refuse to pay and said amounts, together with interest thereon at the rate of 10 per cent per annum, payable semi-annually, shall be an additional lien upon the said mortgaged property; and the same shall be secured by this mortgage, and it shall be lawful for said party of the second part, its successors or assigns, at any time thereafter to sell the premises hereby granted or any part thereof, in the manner prescribed by law, appraisement hereby waived; or not, at the option of the party of the second part, its successors or assigns, and the said mortgagee or assigns shall be entitled to the immediate possession of the premises and the rents issues and profits thereof and out of all the monies arising from such sale to retain the amount then due for principal and interest together with the cost and charges of making such sale and the overplus if any there be shall be paid by the party making such sale, on demand to the said parties of the first part, their heirs and assigns.

Said mortgagors agree to keep the buildings erected or to be erected on said land insured against loss by fire lightning and wind storms to the amount of Two Thousand and no/100 dollars, to the satisfaction and for the benefit of the mortgagee or assigns from this time until said debt and all liens by virtue hereof are fully paid. And said mortgagors further expressly promise and agree that in the event the note or notes secured hereby are placed in the hands of any attorney for collection by suit or otherwise, or if action is brought to foreclose this mortgage for default in any of the conditions herein that they will pay a reasonable attorney's fee of