

(\\$1,000.00) and such prior mortgage may be executed at any time subsequent to the date of the execution hereof.

That the party of the first part will pay said principal and interest at times when the same fall due and at the place and in the manner provided in said notes and will pay all taxes and assessments against said land when the same are due each year, and will not commit or permit any waste upon said premises; that the buildings and other improvements thereon shall be kept in good repair and shall not be destroyed or removed without the consent of the second party, and shall be kept insured for the benefit of the second party or its assigns, against loss by fire or lightning for not less than Twelve Hundred and no/100 Dollars (\\$1,200.00) in form and companies satisfactory to said second party, and that all policies and renewal receipts shall be delivered to said second party. If the title to the said premises be transferred, said second party is authorized, as agent of the first party, to assign the insurance to the grantee of the title.

It is further agreed and understood that the said second party may pay any taxes and assessments levied against said premises or any other sum necessary to protect the rights of such party or assigns, including insurance upon buildings, and recover the same from the first party with ten per cent interest, and that every such payment is secured hereby, and that in case of a foreclosure hereof and as often as any foreclosure suit may be filed, the holder hereof shall recover from the first party an attorney fee as provided in notes, which shall be due upon the filing of the petition in foreclosure and which is secured hereby, together with expense of examination of title in preparation for foreclosure.

It is further agreed between the parties hereto that the failure of the first party to pay any three consecutive monthly payments or notes hereof shall render all the subsequent payments due and payable on demand of the second party.

And it is further agreed that upon the full payment of this mortgage a good and sufficient release hereof shall be delivered to the first party and the said release shall accompany the last note hereof when fully paid.

In construing this mortgage the words "first party" and "second party" wherever used shall be held to mean the persons named in the preamble as parties hereto.

Dated this 5th day of September, 1922.

Elmer R. Wells

Ruth E. Wells

First Parties

Ella B. Jergesen

Second Party.

State of Oklahoma)
County of Tulsa) SS.

Before me, the undersigned, a Notary Public, in and for said County and State on this 5th day of September 1922, personally appeared Elmer A. Wells and Ruth E. Wells, his wife and Ella B. Jergesen, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires Oct. 6, 1924

(SEAL) Louise J. Myler, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Sep 5, 1922 at 4:15 o'clock P. M.

in Book 417, page 140, By R. Delman, Deputy (SEAL) O. D. Lawson, county clerk