

Oklahoma, to-wit:

Lot Five (5) in Block Seventeen (17) of the Re-Subdivision of Block Six (6) and Lots One, Two and Three (1, 2 and 3) of Block Four (4), Terrace Drive Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

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

This conveyance is intended as a mortgage to secure the payment of fifty-four promissory notes of even date herewith, numbered from 1 to 54 inclusive, each in the principal sum of TWENTY-FIVE DOLLARS (\$25.00), note no. 1 payable December 20, 1922, and one note payable on the 20th of each and every month thereafter until all of said notes are paid. Each of said notes being made payable to EDNA STEVENSON, or order, payable at the Exchange National Bank, with interest at eight per cent per annum, payable semi-annually and signed by D. B. LEONARD.

Said first party hereby covenants that he is the owner in fee simple of said premises and that they are free and clear of all incumbrances except one certain First Mortgage, of even date herewith, securing a note for ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00), payable to EDNA STEVENSON, or order, three years from the date thereof.

That he has good right and authority to convey and encumber the same, and he will warrant and defend the same against the lawful claims of all persons whomsoever. Said first party agrees to insure the buildings on said premises in the sum of Fifteen Hundred Dollars (\$1500.00) for the benefit of the Mortgagee and maintain such insurance during the existence of this Mortgage. Said first party agrees to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first party further expressly agrees that in case of foreclosure of this Mortgage, and as often as any proceeding shall be taken to foreclose same as herein provided, the Mortgagor will pay to the said Mortgagee ONE HUNDRED THIRTY-FIVE DOLLARS (\$135.00) 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 said premises described in this Mortgage, and the amount thereon shall be recovered in said foreclosure suit and included in any judgment or decree rendered in action as aforesaid, and collected, and the lien thereof enforced in the same manner as the principal debt hereby secured.

Now if the said first party shall pay or cause to be paid to said second party, her heirs or assigns said sums of money in the above described notes mentioned, together with the interest thereon according to the terms and tenor of said notes 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 said 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, then the mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of eight per cent per annum, until paid, and this Mortgage shall stand as security for all such payments; and if said 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 notes 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 mortgage, and shall become entitled to possession