

of the second part, and to her heirs and assigns forever, all of the following described tract piece or parcel of land lying and situate in the County of Tulsa and state of Oklahoma, to-wit:

Lot Seven (7) Block Two (2) Highlands Second Addition to the City of Tulsa, Tulsa Co. Oklahoma, according to the recorded plat thereof.

TO HAVE AND TO HOLD THE SAME With all and singular, the tenements, hereditaments and appurtenance thereunto belonging, or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to her heirs and assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they were the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part her heirs and assigns, forever, against the claims of all persons, whomsoever.

PROVIDED ALWAYS, And this instrument is made, executed and delivered upon the following conditions, to-wit

FIRST: Said Sam L. Bell and Nellie A. Bell, his wife are justly indebted unto the said party of the second part in the principal sum of Two Thousand & No/100 DOLLARS in lawful money of the United State being for a loan thereof made by the said party of the second part, to the said parties of the first part and payable according to the tenor and effect of one certain negotiable promissory note numbered---- executed and delivered by the said Sam L. Bell and Nellie A. Bell bearing date Nov. 21 1922 payable to the order of said Lucia E. Bartlett, three years after date, at Natl. Bank of Commerce with interest thereon from date until paid at the rate of -----per cent per annum, payable semi-annually.

SECOND: Said parties of the first part agree to pay all taxes and assessments on said lands and premises when the same are due, and to keep all buildings and improvements on said land insured in some responsible fire insurance company, to the satisfaction of the holder hereof in the sum of Thirty five hundred Dollars, the policy to be made payable to the holder hereof as additional security to this loan and if the taxes or insurance premiums are not paid when due, by the parties of the first part, the holder hereof may pay the same, and this mortgage shall be security also for such payments, with interest thereon at the rate of 8 per cent per annum and the first parties assume all responsibility of proofs and care and expense of collecting said insurance if loss occurs.

THIRD: The said parties of the first part agree to keep all buildings, fences and improvements on said land in as good repair as they now are, and not to commit or allow any waste on said premises.

FOURTH: In case of default in any of the covenants hereof, the rents and profits of said premises are pledged to the holder hereof as additional collateral security for the payment of the moneys herein mentioned, and the holder is entitled to the possession thereof by receiver or otherwise.

FIFTH: Said parties of the first part agree that if the makers of said note shall fail to pay the principal or interest of said note or any part thereof as the same become due or any of the taxes, assessments or insurance premiums, as they become due or to comply with any of the foregoing covenants, the whole sum of money hereby secured shall at the option of the holder hereof become due and payable at once, and without notice.

The said parties of the first part, shall pay all expenses of collecting the insurance, and in the event action is brought to foreclose this mortgage or recover on the