

second part, receipt whereof is hereby acknowledged, have bargained and sold, and by these presents do transfer and convey unto the said party of the second part as such guardian and to his successors and assigns, forever, all of the following described real estate situated and being in the County of Tulsa, State of Oklahoma, to-wit:

The East Half ($E\frac{1}{2}$) of the North West (NW) quarter of Section Eight (8)
Township Seventeen (17) Range thirteen (13).

TO HAVE AND TO HOLD THE SAME, with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining unto the said party of the second part, his successors and assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof that they are 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 have good and perfect right to convey the same, and that they will WARRANT AND DEFEND the same in the quiet and peaceable possession of said party of the second part, his successors and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, and these presents are upon the express conditions: that if the said parties of the first part, their heirs and assigns, shall well and truly pay or cause to be paid to the said party of the second part, his successors and assigns, the sum of Three Thousand (\$3000.00) Dollars, with interest thereon at the time and manner specified in One promissory note, bearing date Nov. 14th, 1922, executed by the parties of the first part, payable to the order of W. C. Hengst, guardian of Chas. A. Hengst a minor, at First National Bank, of Sapulpa, Oklahoma, due in three years from date with interest at 8% interest payable annually then and in that case these presents and everything herein expressed shall be void; but upon default in the payment of any part of the principal or interest, when the same is due, or any one of said notes at maturity, or upon the failure to pay any and all lawful assessments and taxes upon said premises when the same shall become due and payable, or upon the failure of the parties of the

first part to keep the buildings on the premises insured as provided below, each and all of the several amounts herein secured shall immediately become due and payable; and if foreclosure proceedings be instituted hereon, the holder shall be entitled to recover 10% attorney fees, all costs of suit, which sum shall be and become an additional lien, and be secured by the lien of this mortgage, and said parties of the first part hereby expressly waive appraisalment of said real estate and all benefits of the homestead exemption and stay laws of the State of Oklahoma.

And it is hereby further stipulated that during the continuance of this instrument in force, the parties of the first part shall at all times keep the buildings on said premises insured against loss or damage by fire or tornado in a sum not less than \$....., loss, if any, payable to the said party of the second part, his successors or assigns, as his interest may appear. In the event the parties of the first part fail to keep the buildings insured as provided above, the party of the second part may procure such insurance and the expense incurred in procuring same shall be and become a joint lien herewith on the property above described.

In the event party of first part shall fail to pay the taxes on said property, the mortgagee may pay same and the sum so paid and expense incurred shall become a lien on this party under this mortgage, as a part of the principal herein secured.

IN TESTIMONY WHEREOF, the said parties of the first part have hereunto set their hands and seal the day and year above written.

Virginia Hubbard
Homer Hubbard.

RECEIVED
I hereby certify that I received \$ 180 and issued
Receipt No. 6118 therefor in payment of mortgage
tax on the within mortgage
Dated this 16 day of May 1922
WAYNE L. DICKEY, County Treasurer
Deputy