

Witnesseth, that the said party of the first part does hereby mortgage to the party of the second part, the following described real estate, situated in Tulsa County, Oklahoma, to-wit:

The north half of the southwest quarter of section 5, township 21 north, range 14 east with all the improvements thereon and appurtenances thereunto belonging, and warrant the title to the same.

This mortgage is given to secure the sum of four hundred and no/100 dollars, with interest thereon at the rate of 10 per cent per annum, from maturity hereof, payable annually according to the terms and at the time and in the manner provided by two certain promissory notes of even date herewith, and payable to the order of the mortgagee herein, in amounts and on the dates herein specified (or in partial payments prior to maturity in accordance with stipulations therein) signed by first party.

One note for \$200.00 due Nov. 1st, 1923.

One note for \$200.00 due Nov. 1st 1924.

also  
This mortgage is given to secure any money which is or may become due and payable under the Loan Contract dated the 22nd day of November, 1922, which is to be interpreted and construed as a part of this mortgage, and the party of the second part shall be under no obligation to release this mortgage until such items above referred to any fully satisfied; but a release hereof shall operate as a cancellation of said Loan Contract.

It is expressly agreed and understood by and between the parties hereto, that this mortgage is a second lien upon said premises; subject only to a first mortgage of even date herewith in the sum of \$2000.00 in favor of conservative loan and trust company, that the party of the first part will pay said principal and interest at the time 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 removed without the consent of said second party.

It is further agreed and understood, that the said second party, may pay any taxes or 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 foreclosure hereof, and as often as any foreclosure hereof may be filed, or note placed in the hands of an attorney for collection, the holder hereof may recover from the first party an attorney's fee of forty dollars, which is secured hereby, and which the first party promises and agrees to pay, together with costs. Any expense incurred in litigation or otherwise, including attorney's fees, and abstract of title to said premises, incurred by reason of this mortgage, or to protect its liens, shall be repaid by the mortgagor to the mortgagee or assigns, with interest thereon at the rate of ten per cent per annum, and this mortgage shall stand as security therefor.

And it is further agreed that upon a breach of the warranty herein, or upon a failure to pay when due any sum, interest, principal, or other items secured hereby, or any tax or assessment herein mentioned, or to comply with any requirements of the loan contract or this mortgage, the whole sum so secured hereby shall at once and without notice become due and payable at the option of the holder hereof, and shall bear interest thereafter at the rate of ten per cent per annum, and the said party of the second part or assigns shall be entitled to a foreclosure of this mortgage, and to have the said premises sold and the proceeds applied to the payments of the sums secured hereby, and that immediately upon the filing of the petition in foreclosure, the holder shall be entitled to a receiver,