

her husband, of Rogers County, Oklahoma, of the first part, and Conservative Loan and Trust Company, a corporation, of the second part.

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

The southwest quarter of southeast quarter, and the south half of northwest quarter of southeast quarter and the northeast quarter of northwest quarter of southeast quarter of section 16, township 22 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 three 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 parties.

One note for \$134.00 due November 1st, 1923; One note for \$133.00 due November 1st, 1925
One note for \$133.00 due November 1st, 1924;

This mortgage is also given to secure any money which is or may be come due and payable under the Loan Contract dated the 1st 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 are 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 parties 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 destroyed or 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 and no/100 dollars, which is secured hereby, and which the first party promises and agrees to pay, together with all costs. Any expense 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 mortgagors to the mortgagee or assigns, with interest thereon at the rate of ten percent 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 secured hereby shall at once and without notice become due