

part, the receipt whereof is hereby acknowledged, have granted, bargained, and sold, and by these presents do grant, bargain, sell, convey and confirm, unto the said party of the second part, and to its successors and assigns, forever, all the following described tracts, pieces or parcels of land, lying and situate in the County of Tulsa, and State of Oklahoma, to-wit:

The west half ($W\frac{1}{2}$) of the southeast quarter ($SE\frac{1}{4}$) of section twenty-five (25) township twenty north, (twp. 20N) range thirteen east Rg. 13E) of Indian Base and Meridian, (less St. Louis and San Francisco Railroad right of way), containing seventy three and eighty four hundredths (73.84) acres, according to the United States Government survey thereof.

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This mortgage and the notes secured thereby are executed under and in all respects to be construed according to the laws of Oklahoma.

To have and to hold the same, with all and singular the hereditaments and appurtenances therunto belonging, or in any wise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns forever. And the said parties of the first part do hereby covenant and agree, that at the delivery hereof they are the lawful owners of the premise above granted, and seized of a good and indefeasible estate of inheritance in fee simple therein, free and clear of all encumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever against the lawful claims of all persons whomsoever.

Provided, always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

First, said Josephine Penington, nee Wilson and James R. Penington, her husband the said parties of the first part are justly indebted unto the said party of the second part in the principal sum of Thirty Five hundred dollars lawful money of the United State of America, 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 first mortgage real estate note executed and delivered by the said parties of the first part, bearing date November 20th, 1922, and payable to the order of The Walton Trust Company, aforesaid on the 20th day of November 1929, 1929 after date at the office of The Walton Trust Company, Kansas City, Missouri, with interest thereon until maturity at the rate of six per cent per annum, payable annually on the 20th day of November 1923, and November 20th, in each year the installments of interest being further evidenced by seven coupons attached to said principal note of even date herewith and payable to The Walton Trust Company, aforesaid, or bearer, at its office in Kansas City, Missouri, Said note and interest coupons provide for payment of interest thereon at the rate of ten per cent per annum after maturity.

It is further stipulated and agreed that in case the party of the second part, its successors or assigns, shall hereafter appear in any court or other tribunal whatever, in order to defend, preserve or protect the lien of this mortgage, or the title to or possession of the premises hereby conveyed and warranted, that all such costs and expenses, including reasonable attorney's fees, and any amounts which have to be paid by the party of the second part, its successors or assigns, to defend, preserve or protect the lien of this mortgage, shall be paid to party of the second part, its successors or assigns, by parties of the first part on demand therefor, and shall, after demand for same, bear interest at the rate of ten (10) per cent