

in a southeasterly direction parallel with the northerly lot line of said lot, a distance of 140 feet, to the westerly line of said lot, thence at right angles and in a northwesterly direction along the westerly lot line of said lot to the northwest corner of said lotm being a distance of 75 feet, thence along the northerly line of said lot and parallel with the south line of Fourth Street, a distance of 140feet, to the place of beginning, the same being a tract or parcel of land 75 feet by 140 feet, having a frontage of 75 feet on Detroit Avenue.

TO HAVE AND TO HOLD THE SAME, with all and singular the tenements, hereditaments and appurtenances thereunto belonging unto said party of the second part, his heirs, executors, administrators and assigns, forever.

Provided, always, that this instrument is intended as a mortgage, and is made, executed and delivered upon the following conditions, to-wit:

First: That said party of the first part is justly indebted unto the said party of the second part in the principal sum of twenty five thousand dollars (\$25,000.00) lawful money of the United States, being for the remainder due upon the purchase price of the above-described property, evidenced by, and payable according to the tenor and effect of three (3) certain promissory notes, bearing date of December 1, 1922, executed and delivered by the said party of the first part, payable to the order of said party of the second part at the office of party of the second part, at Tulsa, Oklahoma, with interest thereon from said December 1, 1922, at the rate of seven (7%) per cent per annum, payable semi-annually, the first of said notes being for the sum of eight thousand three hundred thirty three & 33/100 dollars (\$8,333.33) due and payable on or before one (1) year from the date thereof, the second of said notes being for the principal sum of eight thousand three hundred thirty three & 33/100 dollars, (\$8,333.33) due and payable on or before two (2) years from the date thereof, the third of said notes being for the principal sum of eight thousand three hundred thirty three & 34/100 dollars (\$8,333.34) due and payable three years from the date thereof.

Second: Said party of the first part hereby agrees to pay all taxes and assessments levied upon said premises when the same are due, except the first half of the general taxes assessed against said property for the year 1922, and if not so paid, said party of the second part or the legal holder of this mortgage may, without notice, declare the whole sum of money hereby secured due and payable at once, or may elect to pay said taxes and assessments, and the amounts so paid by the holder or holders thereof shall be a lien upon the premises herein described, and shall be secured by this mortgage and collected in the same manner as the principal debt hereby secured, with interest on the amounts so paid at the rate of seven per cent (7%) per annum. But whether the legal holder or holders of this mortgage elect to pay said taxes or assessments, or not, it is hereby expressly agreed that in the event of such default the legal holder or holders hereof may immediately cause this mortgage to be foreclosed and shall be entitled to immediate possession of the premises and the rents, issues and profits thereof.

Third. Said party of the first part agrees to keep the buildings on said premises, and other improvements thereon, in as good repair and condition as the same are now, and to abstain from the commission of waste on said premises until the notes