

437
 TREASURER'S EXCELSIOR
 I hereby certify that I received \$40.00 and interest
 Receipt No. 67749 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 11 day of Dec 1922
 WAYNE L. DICKET, County Treasurer

Deputy

West eighty five (85) feet of lot twelve (12) in Block
 eleven (11) Hodge addition to the City of Tulsa, Okla-
 homa, as shown by the recorded plat thereof,

with all improvements thereon and appurtenances thereto belonging, and warrant the
 title to the same.

This mortgage is given to secure the payment of the principal sum of Two Thousand
 and no/100 dollars, with interest thereon at the rate of 10 per cent per annum, payable
 semi-annually from date, according to the terms and at the time and in the manner
 provided by one certain promissory note of even date herewith given and signed by
 the makers hereof, and payable to the order of the mortgagee herein at National Bank
 of Commerce, Tulsa, Okla.

It is expressly agreed and understood by and between the said parties hereto,
 that this mortgage is a first lien upon said premises; that the party of the first
 part will pay said principal and interest at times 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 the
 second party, and shall be kept insured for the benefit of the second party or its assigns
 against loss by fire or lightning for not less than \$- - - in form and companies
 satisfactory to said second party, and that all policies and renewal receipts shall
 be delivered to said second party. If the title to the said premises be transferred,
 said second party is authorized, as agent of the first party, to assign the insurance
 to the grantee of the title.

It is further agreed and understood that said second party may pay any taxes
 and 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 a foreclosure hereof and as often as any fore-
 closure suit may be filed, the holder hereof shall recover from the first party an
 attorney fee of \$25.00 and ten per cent upon the amount due, or such different sum
 as may be provided for by said notes, which shall be due upon the filing of the petition
 of the petition in foreclosure and which is secured hereby, together with expense of
 examination of title in preparation for foreclosure. Any expense incurred in litigation
 or other wise, including attorney 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 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 or principal, secured hereby, or any tax or
 assessment herein mentioned, or to comply with any requirements herein or upon any waste
 upon said premises, or any removal or destruction of any building or other improvements
 thereon, without the consent of the said second party, the whole sum secured hereby
 shall at once and without notice become due and payable at the option of the holder
 thereof, and shall bear interest thereafter at the rate of ten per cent per annum, and
 the said party of the second part or its assigns shall be entitled to a foreclosure
 of this mortgage and to have the said premises sold and the proceeds applied to the
 payment of the sums secured hereby; and that immediately upon the filing of the
 petition in foreclosure the holder hereof shall be entitled to the possession of the