

Inwitness whereof, I have hereunto set my hand and affixed the seal of the said court at my office in the Court House, in the City of Colorado Springs, County and State aforesaid, this 16th day of September, A.D. 1916.

(SEAL) M. E. Stubbs, Clerk County Court, El Paso County, Colo.

By Carrie Mason, Deputy.

Filed for record in Tulsa County, Okla. on Nov. 8, 1922, at 1:45 P.M. and duly recorded in book 431, page 90, By F. Delman, Deputy. (SEAL) O.D. Lawson, County Clerk.

213267 - BH

COMPARED

MORTGAGE.

----- TREASURER'S ENDORSEMENT -----

I hereby certify that I received \$ 60 and issued Receipt No. 3227 therefor in payment of mortgage tax on the within mortgage.

Dated this 8 day of Nov 192 2

WAYNE L. DICKEY, County Treasurer

Deputy

Know all men by these presents: That J. H. Miller and Minnie Miller, his wife of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to The National Bank of Commerce of Tulsa, Oklahoma party of the second part, the following described premises, situated in Tulsa County, State of Oklahoma, to-wit:

Lot six (6) Block two (2) of second Oak Grove Addition to the City of Tulsa according to the recorded plat thereof, subject to unpaid balance of a mortgage for five thousand dollars to Agnes Senger, now of record, dated May 5, 1921,

(with all improvements thereon and appurtenances thereunto belonging, and warrant the title to the same.) This mortgage is given to secure the payment of the principal sum of twenty nine hundred seventy five dollars, with interest thereon at the rate of 8 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, and signed by the makers hereof, and payable to the order of the mortgagee herein, six months after date at the National Bank of Commerce of Tulsa, Oklahoma.

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 the said principal and interest at times when the same fall due and at the time 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 \$5000.00 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 the 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 foreclosure 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 in foreclosure,