

Said first parties hereby covenants that they are the owners in fee simple of said premises and that the same are free and clear of all encumbrances. That they have good right and authority to convey and encumber the same and he will warrant and defend the same against the lawful claims of all persons whomsoever. Said first parties agree to insure the buildings on said premises in the sum of (\$-----) for the benefit of the mortgagee, its successors and assigns and to maintain such insurance during the existence of this mortgage. Said first parties also agree to pay all taxes and assessments lawfully assessed against said premises before the same shall become delinquent.

Now, if said first parties shall pay or cause to be paid to said second party, its successors and assigns, said sum or sums of money/and shall procure and maintain such insurance and pay such taxes and assessments, then these presents shall be wholly discharged and void; otherwise shall remain and be in full force and effect. If such insurance is not effected and maintained or if any sum and all taxes and assessments which are or may be levied and assessed lawfully against said premises, or any part thereof, are not paid before the same become delinquent, then the mortgage herein its successors or assigns may effect such insurance and pay such taxes and assessments and shall be allowed interest thereon at the rate of ten(10) percent per annum, until paid, and this mortgage shall stand as security for all such payments and sums; and if said sum or sums of money or any part thereof, or any interest thereon is not paid when the same becomes due and payable, or if such insurance is not effected and maintained and the certificates or policies delivered to said second party, its successors or assigns, or if any taxes or assessments are not paid before the same shall be delinquent, the holder of said notes and this mortgage may, without notice to first parties, elect to declare the whole sum or sums and interest thereon and attorney's fees therein provided for due and payable at once, and proceed to collect said debt, interest and attorney's fees set out and mentioned in the said note, according to the terms and tenor thereof, and also all sums paid for insurance and taxes and legal assessments and interest thereon, and also to foreclose this mortgage, whereupon the said second party, its successors and assigns, shall become and be entitled to the possession of said premises and shall be entitled to the rents and profits thereof, and shall be entitled to the appointment of a receiver for the collection of said rents and profits.

And it is further expressly agreed, that as often as any proceeding is taken to foreclose this mortgage, said first parties shall pay to said second party, its successors and assigns, a sum equal to ten dollars and ten per cent additional of the total amount due on said mortgage and on said note, as attorney's fees for such foreclosure, in addition to other legal costs, and that such attorney's fee shall be a lien upon the premises hereinabove described, and a part of the debt secured by this mortgage.

In witness whereof, the parties of the first part have hereunto set their hands the day and year first above written.

Elton Everett,  
Kate Everett.

State of Oklahoma)  
Tulsa County ) SS

Before me - - a - - in and for said County and State on this day of February, 1923, personally appeared Elton Everett and Kate L. Everett, his wife, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires Feb. 14, 1924.

(SEAL) Chas. A. Myers, Notary Public.

Filed for record in Tulsa County, Okla. on Feb. 2, 1923, at 1:30 P.M. and duly recorded