

\$1000.00

## COMPARED

Tulsa, Okla. June 2, 1923.

For Value Received, I, we, or either of us, promise to pay to the order of C. H. Terwilleger the sum of One Thousand Dollars (\$1000.00) in installments of Two Hundred Fifty Dollars (\$250.00) in 6 months 12 months 18 months 24 months beginning the second day of December 1923. Deferred payments to bear interest at the rate of eight per cent per annum from date until paid; interest payable semi-annually. If any of the installments become delinquent for 30 days, the entire unpaid balance shall at once become due and payable at option of the holder. Negotiable and payable at the 220 Kennedy Bldg. Tulsa, Okla. This note is secured by first Mortgage on Lot Three Block Six in Terwilleger Heights Addition to Tulsa, Okla. The makers and endorsers hereby severally waive presentment for payment, notice of non-payment, protest and notice of protest, and agree that extensions of time for payment may be granted by the holders hereof without notice. In case of legal proceedings to collect this note, or in case this note is handed to an attorney for collection, I, we, or either of us, agree to pay ten per cent of the total amount herein, additional as attorney's fees. Maker shall have the right to pay any multiple of the installments at any installment payment date.

Said first parties hereby covenant that they are the owner in fee simple of said premises and that they are free and clear of all incumbrances - That they have good right and authority to convey and encumber the same, and they 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 and maintain such insurance during the existence of this mortgage. Said first parties agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first party further expressly agree that in case of foreclosure of this mortgage, and as often as any proceeding shall be taken to foreclose same as herein provided, the mortgagor will pay to the said mortgagee One Hundred (\$100.00) Dollars as attorney's or solicitor's fees therefor, in addition to all other statutory fees; said fee to be due and payable upon the filing of the petition, for foreclosure and the same shall be a further charge and lien upon said premises described in this mortgage, and the amount thereon shall be recovered in said foreclosure suit and included in any judgment or decree rendered in action as aforesaid, and collected, and the lien thereof enforced in the same manner as the principal debt hereby secured.

Now if the said first parties shall pay or cause to be paid to said second part his heirs or assigns said sum (\$1000.00) of money in the above described note mentioned, together with the interest thereon according to the terms and tenor of said note and shall maker and maintain such insurance and pay such taxes and assessments then these presents shall be wholly discharged and void, otherwise shall remain in full force and effect. If said insurance is not effected and maintained, or if any 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 delinquent, then the mortgage may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon, at the rate of ten per cent per annum, until paid, and this mortgage shall stand as security for all such payments; and if said sums of money or any part thereof is not paid when due, or if such insurance is not effected and maintained or any taxes or assessments are not paid before delinquent, the holder of said note and this mortgage may elect to declare the whole sum or sums and interest thereon due and payable at once and proceed to collect said debt including attorney's fees, and to foreclose this mortgage, and shall become entitled to possession of said premises.

Said first parties waive notice of election to declare the whole debt due as above