

Party of the first part and his heirs & executors, administrators and assigns, will warrant the quiet enjoyment of the aforesaid premises to the said party of the second part his heirs, executors, administrators and assigns, and will forever defend the aforesaid premises against the lawful claims and demands of all persons. **COMPARED**

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 its assigns, including insurance upon buildings, and recover the same from the first party with 9 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 hereof may be filed, the holder hereof may recover from the first party an attorney fee of \$150.00 Dollars, or such different sum as may be provided for by said note which shall be due upon the filing of the petition in foreclosure and which is secured hereby, and which the first party promises and agrees to pay, together with expense of examination of title in preparation for foreclosure. Any expense incurred in litigation or otherwise, 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 9 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 9 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 said premises and to collect and apply the rents thereof, less reasonable expenditure, to the payment of said indebtedness and for this purpose the holder thereof shall be entitled to a receiver, to the appointment of which the mortgagors hereby consent, which appointment may be made either before or after the decree of foreclosure, and the holder hereof shall in no case be held to account for any rental or damage other than for rents actually received; and the appraisal of said premises is hereby expressly waived. And all the covenants and agreements herein contained shall run with the land herein conveyed.

This Mortgage and the note and coupons secured thereby, shall in all respects be governed and construed by the laws of the State of Oklahoma.

Dated this 23rd day of April, 1923.

G. W. Nesmith

STATE OF OKLAHOMA, TULSA COUNTY, SS.

Before me, H. M. Price a notary public in and for said County and State, on this 23rd day of April, 1923 personally appeared G. W. Nesmith, a single man to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes set forth.

Witness my hand and official seal the day and year above written.

My commission expires Jan. 15th 1925 (SEAL) H. M. Price - Notary Public

Filed for record at Tulsa, Tulsa County, Oklahoma, April 26, 1923 at 2:00 o'clock P.M. and recorded in Book 441 Page 402

By Brady Brown - Deputy

(SEAL)

O. G. Weaver County Clerk

Hereby certify that I have received \$150.00 from the holder of this mortgage in payment of the same.  
 Dated this 26th day of April, 1923.  
 WAYNE L. DICKEY, County Treasurer