

said party of the second part in the principal sum of Thirty-Five Hundred & No/100 DOLLARS, in lawful money of the United State, being for a loan thereof made by the said party of the second part, to the said Percy Collins & Clara C. Collins, and payable according to the tenor and effect of one certain negotiable promissory note numbered 1 executed and delivered by the said Percy Collins & Clara C. Collins bearing date May 1, 1923 payable to the order of said Laura P. Matthews, three years after date, at Valley Natl. Bank Des Moines, Iowa, with interest thereon from date until paid, at the rate of -8- per cent per annum, payable semi-annually.

SECOND: Said parties of the first part agree to pay all taxes and assessments on said lands and premises when the same are due, and to keep all buildings and improvements on said land insured in some responsible fire insurance company, to the satisfaction of the holder hereof in the sum of Thirty five Hundred Dollars, the policy to be made payable to the holder hereof, as additional security to this loan and if the taxes or insurance premiums are not paid when due, by the parties of the first part, the holder hereof may pay the same, and this mortgage shall be security & also for such payments, with interest thereon at the rate of -8- per cent per annum and the first parties assume all responsibilities of proofs and care and expense of collecting said insurance if loss occurs.

THIRD: The said parties of the first part agree to keep all buildings, fences and improvements on said land in as good repair as they now are, and not to commit or allow any waste on said premises.

FOURTH: In case of default in any of the covenants hereof, the rents and profits of said premises are pledged to the holder hereof as additional collateral security for the payments of the monies herein mentioned, and the holder is entitled to the possession thereof by receiver or otherwise.

FIFTH: Said parties of the first part agree that if the makers of said note shall fail to pay the principal or interest of said note or any part thereof, as the same become due or any of the taxes, assessments or insurance premiums, as they become due or to comply with any of the foregoing covenants, the whole sum of money hereby secured shall at the option of the holder hereof become due and payable at once, and without notice.

The said parties of the first part, shall pay all expenses of collecting the insurance, and in the event action is brought to foreclose this mortgage or recover on the insurance policy, a reasonable attorney's fee of not less than \$10.00 & 10% of amount remaining unpaid shall be added, which this mortgage also secures.

And that the said parties of the first part, for said consideration do hereby expressly waive an appraisalment of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

The foregoing conditions being performed, this conveyance to be void, otherwise of full force and virtue.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto subscribed their names and affixed their seals on the day and year first above written.

Executed and delivered in the presence of

Percy Collins

Clara C. Collins

State of Oklahoma,)
Tulsa County) ss.

Before me Joe Ann Lewellen a Notary Public in and for said County and State, on this 10th day of May 1923, personally appeared Percy Collins, and Clara C. Collins, his wife to me known to be the identical persons who executed the within and foregoing instrument and ac-