

certain Mortgage for \$3500.00 made to Geo. A. Smith dated February 10th 1923.

This grant is intended as a mortgage to secure the payment of the sum of Five Hundred and N<sup>o</sup>/100 DOLLARS payable as follows, to-wit:

COMPARED

On or before Sixty Days from the date hereof with interest

at 8% from date according to the terms of a certain promissory note this day executed and delivered by the said parties of the first part to the said party of the second part; and this conveyance shall be void if such payment be made as herein specified. Now if payment is made as provided, this mortgage shall be released at the cost of the mortgagors, which costs they agree to pay, but if said sum of money, or any interest thereon, is not paid when due, or if any taxes or assessments, now or hereafter levied or imposed in said county and state, against said real estate, or upon this mortgage or the notes secured thereby, or if any installment of principal or interest of any mortgage or lien prior to this, are not paid when the same are due and payable, or if default be made in the agreement to keep said property insured, as hereinafter set forth, then, in either of these cases, the sum hereby secured, with the interest thereon, shall immediately become due and payable, at the option of the mortgagee or assigns, without notice. But the legal holder of this mortgage may, at his option, pay such taxes, assessments or installments of principal or interest, or charges for insurance, so due and payable, if the mortgagor or assigns shall neglect or refuse to pay, and said amounts, together with interest thereon, at the rate of 10 per cent, per annum, payable semi-annually, shall be an additional lien upon the said mortgaged property; and the same shall be secured, by this mortgage, and it shall be lawful for said party of the second part, its successors or assigns, at any time thereafter, to sell the premises hereby granted or any part thereof, in the manner prescribed by law, appraisement hereby waived, or not, at the option of the party of the second part, its successors or assigns, and the said mortgagee or assigns shall be entitled to the immediate possession of the premises and the rents, issues and profits thereof and out of all the money arising from such sale to retain the amount then due for principal and interest, together with the cost and charges of making such sale; and the overplus, if any therebe, shall be paid by the party by making such sale, on demand, to the said parties of the first part their heirs and assigns.

Said mortgagors agree to keep the buildings erected or to be erected on said land insured against loss by fire and lightning, and wind storm to the amount of Forty-seven hundred fifty DOLLARS, to the satisfaction, and for the benefit of the mortgagee or assigns, from this time until said debt and all liens by virtue hereof are fully paid.

And said mortgagors further expressly promise and agree that in the event the note or notes secured hereby are placed in the hands of any attorney for collection by suit or otherwise, or if action is brought to foreclose this mortgage for default in any of the conditions herein that they will pay a reasonable attorney's fee of Sixty DOLLARS, which this mortgage also secures; and do hereby, for value received, expressly waive appraisement of real estate, together with all rights of stay, redemption and homestead.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of

WITNESSES:

Earle G. Hastings

Leta B. Hastings

STATE OF OKLAHOMA, )  
Tulsa County. ) SS.

Before me, C. W. Allan, a Notary Public within and for said County and State on this 10th day of May 1923, personally appeared Earle G. Hastings and Leta B. Hastings, his wife to me personally well 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