

COMPAINT

the title to the same, Privilege is given of paying this loan at the end of one year, by giving thirty days written notice.

This mortgage is given to secure the principal sum of Fifteen Hundred dollars, due and payable on the 1st day of March, 1925, with interest thereon at the rate of 8 per cent. per annum, payable semi-annually from date, according to the terms and at the time and in the manner provided by one certain promissory note of even date herewith, given and signed by the makers hereof and payable to the order of the mortgagee herein, and being for the principal sum of FIFTEEN HUNDRED Dollars, with four coupon notes attached, evidencing said interest, one coupon being for Sixty Dollars, and Three coupons being for Sixty dollars each.

All sums secured by this mortgage shall be paid at the office of C. D. Coggeshall & Co. in Tulsa, Oklahoma, unless otherwise specified in the note and coupons.

IT IS EXPRESSLY AGREED AND UNDERSTOOD by and between the said parties hereto, that this Mortgage is a first lien upon said premises; that the party of the first part will pay said principal and interest at the times when the same fall due and at the place and in the manner provided in said note, and will pay all taxes and assessments against said land when the same are due each year, and will not commit or permit any waste upon said premises; that the buildings and other improvements thereon shall be kept in good repair and shall not be destroyed or removed without the consent of the second party, and shall be kept insured for the benefit of the second party or its assigns, against loss by fire and storm for not less than Three Thousand DOLLARS IN FORM AND COMPANIES satisfactory to said second party or his representative, and that all policies and renewals of same shall be delivered to said second party or his representative.

Parties of the first part and their 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 and assigns, and will forever defend the aforesaid premises against the lawful claims and demands of all persons.

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 ten 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 10 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 ten 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