

## COMPARED.

the second part, and to him heirs and assigns, forever, all of the following described tracts, pieces, or parcels of land lying and situate in the county of Tulsa and State of Oklahoma, to-wit:

All of Lots Two (2) Three (3) and Eight (8) Block Two (2) Maryland Gardens, Addition to Tulsa, Tulsa County, Oklahoma, according to the recorded plat and survey thereof.

TO HAVE AND TO HOLD THE SAME, with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and all rights of homestead exemption unto the said party of the second part, and to him heirs and assigns forever. And the said party of the first part do him hereby covenant and agree that at the delivery hereof she is lawful owner of the premises above granted and seized of a good indefeasible estate of inheritance therein, free and clear of all incumbrances, and that she will WARRANT AND DEFEND the same in the quiet and peaceable possession of said party of the second part his heirs and assigns, forever, against claims of all persons whomsoever,

PROVIDED ALWAYS, and this instrument is made, executed, and delivered upon the following conditions, to-wit:

FIRST. Said first party justly indebted unto the second party in the principal sum of Three Hundred and Fifty Dollars, being for a loan made by the said second party to said first party, and payable according to the tenor and effect of one certain negotiable promissory note executed and delivered by the said first party of--, bearing date--- March 14, 1923 and payable to the order of said second party on the 14th day of March 1924 at office of E. A. Lilly <sup>Tulsa Okla.</sup> with interest thereon from date until maturity at the rate of 10 per cent per annum payable semi-annually, which interest is evidenced by two coupon interest notes of even date herewith, and executed by the said first party one, (the first) for Seventeen and 50/100 Dollars, due on the 14th day of September 1923 and ----note --for Seventeen and 50/100 Dollars due on the 14th day of March 1924, respectively. Each of said principal and interest notes bear interest after maturity at the rate of ---- per cent per annum, and are made payable at the order of said second party at office of E. A. Lilly, Tulsa, Okla. with exchange on New York.

SECOND. The said party of the first part agrees to keep all buildings, fences and other improvements on the said land in as good repair as they now are, and not to commit or allow any waste on said premises.

THIRD. It is further expressly agreed by and between the parties hereunto that if any default be made in the payment of any part of either said principal or interest notes, when the same become due, or in case of default in the payment of any installment of taxes, or assessments upon said premises, or the premium for fire insurance as hereinafter provided, when the same become due, or in case of the breach of any covenant or condition herein contained, the whole of said principal sum named herein, and interest thereon, shall become immediately due and payable, and this mortgage may be foreclosed accordingly. And it is also agreed that in the event of any default in payment or breach of any covenant or condition herein, the rents and profits of said premises are pledged to the party of the second part, or his assigns, as additional collateral security, and said party of the second part, or assigns, shall be entitled to possession of said premises, by Receiver or otherwise.

FOURTH. said party of the first part agrees in the event action is brought to foreclose this mortgage she will pay a reasonable attorney's fee of seventy-five dollars, which this mortgage also secures.

FIFTH. It is hereby further agreed and understood that this mortgage secures the payment of the principal note and interest herein described, and all renewal, principal or interest notes that may hereafter be given, in the event of any extension of time for the