

party of the second part. ~~COMPARED~~

WITNESSETH: That said party of the first part, in consideration of the sum of Twenty Four Hundred Dollars (\$2400.00) dollars, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto said party of the second part his successors and assigns, all the following described real estate, lying, situate and being in the county of Tulsa State of Oklahoma, to-wit: Lots Numbered twenty three (23) and Twenty four (24) in Block number Four (4), of the Orchard Addition to the city of Tulsa, Oklahoma according to the recorded plat thereof on file.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in any wise appertaining, forever.

This conveyance, however, is intended as a mortgage to secure the payment of 37 promissory notes in writing this day executed and delivered to said second party by said first party, one for \$60.00 and 36 notes for \$65.00 each, One of which falls due the second day of each consecutive month from March 2, 1926, all payable at PLANTERS & MECHANICS BANK, Tulsa, County, State of Oklahoma, with interest from date at the rate of 8 per cent per annum, payable monthly, and all providing for the payment of Ten dollars and Ten per Cent additional as attorney's fees, in case the same be collected by legal proceedings or be placed in the hands of an attorney for collection.

Said first party hereby covenants that he is the owner in fee simple of said premises and that the same are free and clear of all encumbrances. That he has good right and authority to convey and incumber the same and he will warrant and defend the same against the lawful claims of all persons whomsoever. Said first party agrees to insure the buildings on said premises in the sum of (\$4000.00) for the benefit of the mortgagee, its successors and assigns and to maintain such insurance during the existence of this mortgage. Said first party also agrees to pay all taxes and assessments lawfully assessed against said premises before the same shall become delinquent.

Now if said first party shall pay or cause to be paid to said second party, its successors and assigns, said sum or sums of money in the above described notes mentioned, together with the interest thereon according to the terms and tenor of said notes, and shall procure and maintain such insurance and pay such taxes and assessments, then these presents shall be wholly discharged and void; otherwise shall remain and be in full force and effect. If such insurance is not affected and maintained or if any and all taxes and assessments which are or may be levied and assessed lawfully against said premises, or any part thereof, are not paid before the same become delinquent, then the mortgage herein his successors or assigns may effect such insurance and pay such taxes and assessments and shall be allowed interest thereon at the rate of ten (10) percent per annum until paid, and this mortgage shall stand as security for all such payments and sums; and if said sum or sums of money or any part thereof, or any interest thereon is not paid when the same becomes due and payable, or if such insurance is not effected and maintained and the certificates or policies delivered to said second party, its successors or assigns, or if any taxes or assessments are not paid before the same shall be delinquent, the holder of said notes and this mortgage may, without notice to first party, elect to declare the whole sum or sums and interest thereon and attorney's fee therein provided for due and payable at once and proceed to collect said debt, interest and attorney's fees set out and mentioned in said notes, according to the terms and tenor thereof and also all sums paid for insurance and taxes and legal assessments and interest thereon, and also to foreclose this mortgage, whereupon the said second party, its successors and assigns, shall become and be entitled to the possession of said premises and shall be entitled to the rents and profits thereof, and shall be entitled to the appointment of a receiver for the collection of said rents and profits.