

COMPARED

442

belonging or in anywise appertaining and the rents, issues and profits thereof, and warrant the title to the same against all claims whatsoever, except the mortgage hereinafter set forth.

THIS MORTGAGE is given to secure the payment of the money and the performance of the covenants and agreements herein agreed upon to be paid and performed by the mortgagors, to-wit:

THAT the said mortgagors or their heirs will pay unto the said The First National Bank of Broken Arrow, Oklahoma or assigns at the office of said bank, in the Broken Arrow City, Tulsa County, State of Oklahoma, the sum of Four Hundred Fifty dollars as evidenced by two promissory notes of even dates herewith, as follows:

First note for Three Hundred Fifty # Dollars, due Sept. 23, 1923

Second note for One Hundred # Dollars, due Sept. 28th, 1923

First note bearing interest from maturity at the rate of 10 per-cent per annum and second note bearing interest from date at the rate of 10 per-cent per annum the payment of which notes and the interest thereon are intended to be secured hereby.

THAT, in case of default in the payment of any of said notes or the interest thereon or of any sum herein agreed upon to be paid or the performance of any agreement herein contained, the said Mortgagors will pay unto the said Mortgagee interest at the rate of ten (10) per centum per annum, semi-annually on all of the principal sum, then remaining unpaid from the date of such default to the time when the money shall be actually paid or such agreement performed.

That the said Mortgagors will pay all taxes or assessments of every kind, levied or to be levied against said first parties or mortgagors and against the premises hereby mortgaged before the same become delinquent, also all liens, claims, adverse titles and encumbrances on said property, and, if any of said taxes, assessments, liens, claims, adverse titles or encumbrances be not paid by the said Mortgagors, the Mortgagee may elect to pay the same and shall be entitled to collect all sums thus paid with interest thereon at the rate of ten (10) per centum per annum and this mortgage shall stand as security for the amount so paid with interest.

THAT said Mortgagors will pay all sums, principal, interest and other sums specified and perform all agreements and covenants contained in a certain mortgage executed by the said Mortgagors, in favor of G. B. Chenoweth for the sum of Five Hundred DOLLARS, which said mortgage is hereby declared to be a prior lien hereto, and, in case such payments are not made on the day or days the same become due and payable according to the terms of said mortgage or said agreements and covenants are not performed, then and in such case, this mortgage and all sums specified herein shall at once, become due and payable and this mortgage may, thereupon, be foreclosed for the full amount, then remaining unpaid.

AND IT IS EXPRESSLY AGREED by and between the parties hereto, that, if the said Mortgagors shall fail to perform any of the covenants and agreements herein contained or fail to pay any of the sums of money herein specified on the day the same become due and payable the whole sum of money hereby secured, then remaining unpaid, shall at once, become due and payable and this mortgage may, thereupon, be foreclosed for the amount then remaining unpaid, together with the interest and costs, including an attorney's fee of Forty Five # Dollars (\$45.00) and said Mortgagee or any legal holder of the notes, hereby secured, shall, at once, upon the filing of a petition, for the foreclosure of this mortgage be forthwith entitled to the possession of the above described premises or, upon the institution of proceedings to foreclose this mortgage, the plaintiff therein shall, if he so