

Provided always, and these presents are upon this expressed condition, that if said parties of the first part shall pay, or cause to be paid unto the said party of the second part, or to his executors, administrators or assigns, the aforesaid sum of Seventeen Hundred Fifty & 02/100 (\$1750.02) Dollars, according to the terms of Six certain promissory note of even date herewith, and payable April 10th, May 10th, June 10th, July 10th, August 10th, and September 10th, All in 1924, \$291.67 each, with interest thereon at the rate of eight per cent per annum from date of March 10th, 1924, and which note the said parties of the first part hereby agree to pay on or before the date last aforesaid, then these presents and everything herein contained shall be void, anything herein contained to the contrary notwithstanding. And it is hereby mutually covenanted and agreed between the parties hereto that if default be made in payment of said sum of money or any part thereof, or the interest thereon, according to the tenor and effect of said note when the same becomes due and payable, or upon a failure to conform to or comply with any of the conditions or agreements herein mentioned, then the whole sum of money hereby secured shall, at the option of the legal holder or holders hereof, become due and payable at once without notice. And it is further agreed that in case of a sale or disposal, or attempt to sell or dispose of the goods and chattels hereby mortgaged, or a removal of or attempt to remove the same from the county aforesaid or an unreasonable depreciation in value, or if from any cause the security shall become inadequate, or the party of the second part shall deem first parties, in secure, then and thenceforth it shall be lawful for the said party of the second part, his executors administrators, or assigns, or his authorized agent, to enter upon the premises of the said parties of the first part, or any other place or places wherein said goods and chattels aforesaid may be, to remove and dispose of the same and all the equity of redemption of the said parties of the first part, at public auction or private sale, to the person or persons who shall offer the highest price for the same, and out of the avails thereof to retain the full amount of said obligations, with interest thereon, according to the conditions thereof, together with all reasonable costs and expenses attending the same, rendering to said parties of the first part or their legal representatives, the surplus money (if any there shall be), anything herein to the contrary notwithstanding. And until default be made as aforesaid, or until such time as the said party of the second part shall deem first parties insecure as aforesaid, the said parties of the first part to continue in the peaceable possession of all the said goods and chattels, all of which, in consideration thereof he engage shall be kept in as good condition as the same now are, and taken care of at their expense, and if from any cause said property shall fail to satisfy said debt and interest aforesaid, said parties of the first part hereby agree to pay the deficiency.

IN WITNESS WHEREOF, That said parties of the first part have hereunto set their hand the tenth day of March, in the year of our Lord, nineteen hundred and twenty four..

Signed, sealed and delivered in presence of

C.T.Smith, (Scroll Seal)

Blanch Smith, (Scroll Seal)

STATE OF OKLAHOMA, }
COUNTY OF TULSA, } SS.

Be It Remembered, That on this 12th day of March, A.D. 1924, before me, the undersigned, a Notary Public, in and for the County and State, aforesaid, came C.T. Smith and Blanch Smith, his wife, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of same.