COPY#####

20

\$900.00

For value received, I, we, or either of us promise to pay to the order of Lillian Hollyman the sum of Nine Hundred and no/100 Dollars (\$900.00) in installments of Thirty and no/100 Dollars, (\$30.00) per month; said installments to be paid on or before the 20" of day eac h and every month hereafter beginning the 20" day of Feb 1923

Deferred payments to bear interest at the rate of 8 per cent per annum from Jan 20" 1923 until paid; interest payable monthly. If any of said installments become delinquent for 60 days the entire unpaid balance shall at once become due and payable at option of the holder. Negotiable and payable at the First National Bank, Tulsa, Okla. This note is secured by second morgage on Lot 16" Block ---- in Bloomfield Hts Addition to Tulsa Oklahoma The makers and endorsers hereby severall y waive presentment for payment, notice of nonpayment, protest and notice of protest, and agree that extensions of time for payment may be granted by the holders hereof without notice. In case of legal proceedings to collect this note, or in case this note is handed to an attorney for collection, J, we; or either of us, agree to pay ten per cent of the total amount herein, additional as attEney's fees. Maker shall have the right to pay any multiple of the installment at any installment payment date.

C. R. Downing E. Katherine Downing

Tulsa, Oklahoma, January 30" 1923

made payable to Lillian Hollyman or order, payable at Tulsa Pkla with eight per cent int terest per annum, payable semi-monthly and signed by C. R. Downing and E. Katherine Downing Said first parties hereby covenant that they are the owners in fee simple of said premises and that they are free and clear of all incumbrances except first mtg for \$600 That they have good right and authority to convey and encumber the same, and they will warrant and defend the same against the lawful claims of all persons whomsoever. Said first parties agree to insure the buildings on said premises in the sum of \$1,000.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first parties agree to pay all taxes and assessments lawfully assessed on said premises before delinguent.

Said first parties further expressly agree that in case of foreclosure of this mortgage, and as often as any proceeding shall be taken to foreclose same as herein provided, the overlattice 's mortgagor will pay to the said mortgagee Ninety and no/100 Dollars as attorney's fees therefor, in addition to all other statutory fees; said fee to be due and payable upon the filing of the petition for foreclosure and the same shall be a further charge and lian upon said pre mises described in this mortgage, and the amount thereon shall be recovered in said foreclosur suit and included in any judgement or decree rendered in action as aforesaid, and collected and the lien therof enforced in the same manner as the principal debt hereby secured.

Now is the said first parties shall pay or cause to be paid to said second party her heirs or assigns said sum of money in the above described note mentionedm together with the interest thereon according to the terms and tenor of said note and shall make and maintain such insurance and pay such taxes and assessments then these presents shall be wholly discharged and void, otherwise shall remain in full force and effect. If said insurance is not effected 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 delinquent. Then the morgage may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of eight per cent per annum until paid, and this mortgage shall stand as security for all such payments; and if said sum of mongy or any part thereof is not peid when due, or if such insurance is not effected and maintained or any taxes or assessments are not paid before delinquent, the hold_{er} of said note