

843/ 280
 Filed for record in Tulsa County, Oklahoma, on March 23, 1923, at 2:00 P.M. and duly recorded in book 445, page 317.

WALTER L. BERRY, County Treasurer

by the recorded plat thereof,
 with all the improvements thereon, and appurtenances thereunto belonging, and warrant the title to the same,

Provided always, and these presents are upon the express condition that whereas said Neil G. Grubb and Leland Grubb have this day executed and delivered their certain promissory note in writing to said party of the second part, described as follows: One principal note for the sum of Seven thousand dollars (\$7000.00) due on the 1st day of March, 1926, with interest thereon at the rate of eight per cent per annum as shown by six interest coupons attached thereto, interest payable September 1st, 1923, \$236.77 and five other coupons for \$280.00 each due on the 1st days of March and September in each year respectively, and providing that in case of default of any payment provided in this mortgage or said note when such payment shall be due and same is collected by an attorney of record or by suit, ten per cent of the amount due shall be added as attorney fee.

Now, if the said parties of the first part shall pay or cause to be paid to the said party of the second part, her heirs, assigns, the sum of money in above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void, and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof, are not paid when the same by law are due and payable, then the whole of said sum or sums, and interest thereon, shall and by these presents become due and payable, and the said party of the second part shall be entitled to the possession of said premises.

Said parties of the first part hereby agree to procure and maintain policies of insurance on the buildings erected and to be erected upon the above described premises, in some responsible insurance company to the satisfaction of the legal holder of holders of this mortgage, to the amount of this mortgage, loss, if any payable to the mortgagee or her assigns. An attorney fee of ten per cent of amount due may be taxed and be made part of the costs of foreclosure, providing this mortgage is foreclosed by an attorney of record of this state.

In witness whereof, the said parties of the first part have hereunto set their hands this 15th day of March, A.D. 1923.

Neil G. Grubb,
 Leland Grubb.

OKLAHOMA ACKNOWLEDGEMENT.

State of Oklahoma)
 County of Tulsa) SS Before me, C. W. Allen, a Notary Public, in and for said County and State, on this 23rd day of March, 1923, personally appeared Neil C. Grubb and Leland Grubb, his wife, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my official signature and affixed my notarial seal the day and year last above written,

(SEAL) C. W. Allen, Notary Public.

My commission expires Aug. 14, 1926

Filed for record in Tulsa County, Okla. on March 23, 1923, at 2:00 P.M. and duly recorded in book 445, page 317, By Brady Brown, Deputy, (SEAL) O. G. Weaver, County Clerk.