

South west quarter (SW $\frac{1}{4}$) of the south east quarter (SE $\frac{1}{4}$)
 of section eight (8) township nineteen (19) range thirteen **COMPARED**
 (13) east.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances there unto belonging or in anywise appertaining forever.

This conveyance is intended as a mortgage to secure the payment of one thousand dollars. In the event Cyrus S. Avery, his heirs or assigns suffer any loss or damage by reason of the signing by said Cyrus S. Avery, of an executrix bond of Clarissa Richards, in the probate case #3574 in Re estate of David Hodge, deceased, in County Court, Tulsa County, Oklahoma.

Said first parties hereby covenant that they are owners in fee simple of said premises and that they are free and clear of all incumbrances.

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 part-- agree to insure the buildings on said premises in the sum of \$--- for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part-- agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

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 mortgagor will pay to the said mortgagee one hundred and fifty dollars as attorney's or solicitor'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 lien upon said premises described in this mortgage, and the amount thereon shall be recovered in said foreclosure suit and included in any judgment or decree rendered in action as aforesaid, and collected, and the lien thereof enforced in the same manner as the principal debt hereby secured.

Now, if the said first parties shall pay or cause to be paid to said second party of second heirs or assigns said sums of money mentioned for any loss or damage said Avery may suffer because of being surety on bond 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 or assessed lawfully against said premises, or any part thereof, are not paid before delinquent, then the mortgage may affect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of 10 per cent per annum, until paid, and this mortgage shall stand as security for all such payments; and if said sums of money or any part thereof is not paid when due, or if such insurance is not effected and maintained or any taxes or assessments are not paid before delinquent, the holder of said note and this mortgage may elect to declare the whole sum or sums and interest thereon due and payable at once and proceed to collect said debt including attorney's fees, and to foreclose this mortgage and shall become entitled to possession of said premises.

Said first parties waive notice of election to declare the whole debt due as above and also the benefit of stay, valuation or appraisement laws.

In witness whereof, said parties of the first part have hereunto set their hands the day and year first above written.

Clarissa Richards,
 Bert Richards,
 John W. Perryman, *his thumb mark*
Effie Perryman