

I hereby certify that this is a true and correct copy of the original as the same appears on the within mortgage.

Dated this 21 day of Feb. 1923

WAYNE L. DICKEY, County Treasurer

Bank, Tulsa, Oklahoma, unless otherwise specified in the note.

It is expressly agreed and understood by and between the said parties hereto, that this mortgage is a first lien upon said premises; and the party of the first part will pay said principal and interest at the times when the same fall due and at the place and in the manner provided in said note, and will pay all taxes and assessments against said land when the same are due each year, and will not commit or permit any waste upon said premises; that the buildings and other improvements thereon shall be kept in good repair, and shall not be destroyed or removed without the consent of the second party, and shall be kept insured for the benefit of the second party or its assigns, against loss by fire or lightning, for not less than None dollars, in form and companies satisfactory to said second party, and that all policies and renewal receipts shall be delivered to said second party. If the title to the said premises be transferred, said second party is authorized, as agent of the first party, to assign eht insurance to the grantee of the title.

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Party of the first part and its heirs, executors, administrators and assigns will warrant the quiet enjoyment of the aforesaid premises to the said party of the second part, his heirs, executors, administrators and assigns, and will forever defend the aforesaid premises against the lawful claims and demands of all persons.

It is further/understood that the said second party may pay any taxes and assessments levied against said premises or any other sum necessary to protect the rights of such party or its assigns, including insurance upon buildings, and recover the same from the first party with 10 per cent interest, and that every such payment is secured hereby, and that in case of a foreclosure hereof may be filed, the holder hereof may recover from the first party an attorney fee of four hundred dollars, or such different sum as may be provided for by said note, which shall be due upon the filing of the petition in foreclosure and which is secured hereby, and which the first party promises and agrees to pay, together with expense of examination of title in preparation for foreclosure. Any expenses incurred in litigation or otherwise, including attorney's fees and abst act of title to said premises incurred by reason of this mortgage or to protect its liens, shall be repaid by the mortgagor to the mortgagee or assigns, with interest thereon at 10 per cent per annum, and this mortgage shall stand as security therefor.

And it is further agreed that upon a breach of the warranty herein or upon a failure to pay when due any sum, interest or principal, secured hereby, or any tax or assessment, herein mentioned, or to comply with any requirements herein or upon any waste upon said premises, or any removal or destruction of any building, or other improvements thereon without the consent of the said second party, the whole sum secured hereby shall at once and without notice become due and payable at the option of the holder hereof and shall bear interest thereafter at the rate of 10 per cent per annum, and the said party of the second part or its assigns shall be entitled to a foreclosure of this mortgage and to have the said premises sold and the proceeds applied to the payment of the sums secured hereby; and that immediately upon the filing of the petition in foreclosure the holder hereof shall be entitled to the possession of the said premises, and to collect and apply the rents thereof, less reasonable expenditures, to the payment of said indebtedness, and for this purpose the holder thereof shall be entitled to a receiver, to the appointment of which the mortgagors hereby consent, which appointment may be made either before or after the decree of foreclosure, and the holder hereof shall in no case be held to account for any rental or damage other than for rents actually received; and the appraisalment of said premises is hereby expressly waived. And all the covenants and agreements herein contained shall run with the land herein conveyed.