

COMPARED

until February 26th, 1928;

Note No.2 for the principal sum of Fifty-three Hundred Dollars (\$5300.00), together with interest thereon at the rate of eight per cent (8%) per annum, payable semi-annually, due five (5) years from date, said interest is further evidenced by ten (10) coupon notes in amount of Two Hundred and Twelve Dollars (\$212.00) each, attached to said note, the first of said coupon notes being due and payable August 26th, 1923, and one of the remaining coupons falling due each and every six (6) months thereafter until February 26th, 1928.

Each of said principal notes providing for the payment of ten per cent (10%) attorney's fee in event said notes are placed in the hands of an attorney for collection, which said attorney's fee is secured by this mortgage.

PROVIDED, always that this instrument is made, executed and delivered upon the following conditions, to-wit:

That the said First Parties hereby covenant and agree to pay all taxes and assessments of said land when the same shall become due, as well as all rates, charges, and liens created or to be created because of public improvements, and to keep all improvements in good repair and not to permit or allow waste to be permitted on said premises.

Said First Parties further covenant and agree to keep said premises insured against loss by fire in the amount of at least Eight Thousand and no/100 Dollars (\$8000.00), in favor of the Mortgagee, and to deliver to the said Mortgagee said insurance policy with mortgage clause in favor of the Mortgagee attached thereto.

It is further agreed by and between the Parties hereto that if any default be made in the payment of the principal sum of this mortgage or any interest installment, or the taxes, improvement assessments, or insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal sum, with interest accrued, shall become due and payable and this mortgage may be foreclosed and said Second Party shall be entitled to the immediate possession of the premises and the rents and profits thereof and to the appointment of a receiver to take charge of said premises and collect said rents and profits. Said Parties of the First Part hereby agree that in the event it is necessary to place said notes in the hands of an attorney for collection or if action is brought to foreclose this mortgage they will pay an attorney's fee in the amount of ten per cent (10%) of the principal and interest due, which sum this mortgage also secures.

Parties of the First Part, for said consideration, do hereby expressly waive appraisalment of said real estate and all benefits of the HOMESTEAD, EXEMPTION and STAY LAWS in Oklahoma.

Dated this 26th, day of February, 1923.

John A. Bailey.

Pearl E. Bailey.

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS