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S.B.

This indenture, made this 15th day of February, A.D. 1924, between J. Robert Gillam and N. B. Gillam, his wife, of Carter County, in the State of Oklahoma, parties of the first part, and The Liberty National Bank of Oklahoma City, of Oklahoma, County, in the State of Oklahoma, party of the second part:

Witnesseth, that said parties of the first part, in consideration of the sum of ten thousand and no/100 dollars, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part\_ of the second part, its heirs and assigns, all the following described real estate, situate in Tulsa County and State of Oklahoma, to-wit:

The north one half (N $\frac{1}{2}$ ) of the southeast quarter (SE $\frac{1}{4}$ ) and the southwest quarter (SW $\frac{1}{4}$ ) of the southeast quarter (SE $\frac{1}{4}$ ) of section seventeen (17) township eighteen (18) north, range fourteen (14) east, containing one hundred and twenty (120) acres.

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

This <sup>Covenant</sup> mortgage is intended as a mortgage to secure the payment of one promissory note of even date herewith, one for \$10,000.00 due May 29, 1924, due to The Liberty National Bank of Oklahoma City, Oklahoma, or order, payable at The Liberty National Bank, Oklahoma, Okla. with ten per cent interest per annum from mty, payable semi-annually, and signed by first parties.

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, except a first mortgage of \$1800.00.

That they have good right and authority to convey and incumber the same and they warrant and will defend the same against the lawful claims of all persons whatsoever. 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, and 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 proceedings shall be taken to foreclose the same as herein provided the mortgagor will pay to the said plaintiff ten per cent of principal and interest 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 thereof shall be recovered in said foreclosure suit and included in any judgment or decree rendered in any action as aforesaid, and collected, and the lien thereof enforced in the same manner as the principal debt hereby secured.

Now, if said first parties shall pay or cause to be paid to said second party, its heirs or assigns said sum of money in the above described note mentioned, together with 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 remain in full force and effect. If such insurance is not effected and maintained, or if any said taxes are not paid before delinquent, the mortgagee, may effect 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 sum or sums of money or and 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 due and payable at