

March 1

the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises abovegranted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

This grant is intended as a mortgage to secure the payment of the sum of four thousand (\$4000.00) dollars, according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part of the said party of the second part, described as follows, to-wit: One note of even date herewith for the principal sum of (\$4000.00) bearing 8% per annum from date until maturity and 10% per annum after maturity.

Said parties of the first part shall, while any part of <sup>the</sup> principal or interest remains unpaid, pay all taxes and assessments on said mortgaged property when they become due and shall keep the buildings on said premises insured to the satisfaction of the holder hereof in the sum of \$4000.00 and the policy, in case of loss, payable to <sup>said</sup> the holder as his interest may appear, whether the debt be due or not, and shall pay all interest as soon as it becomes due, and in case of failure to comply with any of these provisions, at the option of the holder hereof, such tax or assessment may be paid and such insurance effected by the holder hereof, and the amounts so paid shall be a lien on the premises aforesaid and be secured by this mortgage and be collected in the same manner as the principal debt hereby secured. If said principal debt shall not be paid when due or if at any time there remains unpaid any interest, insurance premiums, taxes or assessments, after the same become due, or should said mortgagors commit waste on said described premises then the said note and all sums by this mortgage secured shall immediately become due and payable without notice, and the holder hereof may at once cause this mortgage to be foreclosed and shall be entitled to recover attorney's fees in the sum of ten per cent of the amount hereby secured, in no event being less than fifty dollars, the sum to be adjudged a lien upon said lands, and secured by this mortgage; and shall be entitled upon the breach of any of the conditions herein to the immediate possession of said premises and to the rents and profits thereof, and the said mortgagors hereby covenant and agree to give the peaceable possession thereof as aforesaid and in case the mortgagee or the holder of this mortgage shall institute proceedings in court to foreclose this mortgage the parties hereto agree that a receiver may be appointed by the court to preserve the same and collect the rentals and profits therefrom without regard to the question of value. All moneys paid on taxes, assessments and insurance as above provided shall draw interest at ten per cent per annum from the date of payment <sup>thereof</sup> by the mortgagee until paid. In case of the foreclosure of this mortgage and the sale of the property mortgaged under such foreclosure, the same may be sold with or without appraisement, at the option of the holder hereof. All homestead exemptions and stay laws are hereby expressly waived. The foregoing conditions being performed this conveyance to be void, otherwise in full force and effect.

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

Max W. Campbell,  
Tookah Stansbery Campbell.

State of Oklahoma )  
Tulsa County ) SS

Before me, a Notary Public, in and for said County and State, on this 28 day of Feb. 1924, personally appeared Max W. Campbell and Tookah Stansbery Campbell, 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.

(SEAL) Harold J. Sullivan, Notary Public.

My commission expires Mar. 4, 1924