

1438  
 2 April 1914  
 S. B.

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

This conveyance, however, is intended as a mortgage to secure the payment of two promissory notes in writing this day executed and delivered to said second party by said first parties <sup>one</sup> for (\$575.00), due \$25.00 per month, with 8% interest payable monthly. one for (\$450.00) due two (2) years after date, 8% int. payable semi-annually, all payable at The Exchange National Bank of Tulsa, Tulsa County, State of Oklahoma, with interest from date at the rate of eight per cent per annum, payable as above set out, and all providing for the payment of ten dollars and ten per cent additional, as attorney's fees, in case the same be collected by legal proceedings or be placed in the hands of an attorney for collection.

Said first parties hereby covenant that they are the owners in fee simple of said premises and that the same are free and clear of all encumbrances. That they have good right and authority to convey and incumber the same and they will warrant and defend the same against the lawful claims of all persons, whomsoever. Said first parties agree to insure the buildings on said premises in the sum of (\$3500.00) for the benefit of the mortgagee, its successors and assigns and to maintain such insurance during the existence of this mortgage. Said first parties also agree to pay all taxes and assessments lawfully assessed against said premises <sup>ses</sup> before the same shall become delinquent.

Now, if said first parties shall pay or cause to be paid to said second party, its successors and assigns, said sum or sums of money in the above described note, mentioned together with the interest thereon, according to the terms and tenor of said note, and shall procure and maintain such insurance and pay such taxes and assessments, then these presents shall be wholly discharged and void; otherwise shall remain and be in full force and effect. If such insurance is not effected and maintained or if any and all taxes, which are or may be levied and assessed lawfully against said premises, or any part thereof, are not paid before the same become delinquent, then the mortgage herein his successors or assigns may effect such insurance and pay such taxes and assessments and shall be allowed interest thereon at the rate of ten (10) percent per annum until paid, and this mortgage shall stand as security for all such payments and sums; and if said sum or sums of money or any part thereof, or any interest thereon is not paid when the same becomes due and payable or if such insurance is not effected and maintained and the certificates or policies delivered to said second party, its successors or assigns or if any taxes or assessments are not paid before the same shall be delinquent, the holder of said notes and this mortgage may, without notice to first party, elect to declare the whole sum or sums and interest thereon and attorney's fees therein provided for due and payable at once and proceed to collect said debt, interest and attorney's fees set out and mentioned in said note, according to the terms and tenor thereof and also all sums paid for insurance and taxes and legal assessments and interest thereon, and also to foreclose this mortgage, whereupon the said second party, its successors and assigns, shall become and be entitled to the possession of said premises and shall be entitled to the rents and profits thereof, and shall be entitled to the appointment of a receiver for the collection of said rents and profits.

And it is further expressly agreed, that as often as any proceeding is taken to foreclose this mortgage, said first party shall pay to said second party, its successors and assigns, a sum equal to ten dollars and ten per cent additional of the total amount due on said mortgage and on said notes an attorney's fees for such foreclosure, in addition to other legal costs and that such attorney's fee shall be a lien upon the