

1 May 4

S.B.

118 acres, more or less. Subject to a prior mortgage of \$2500.00 to the Astna Life Insurance Company, which <sup>mort</sup> mortgage is recorded in book 382, page 17, in the office of the County Clerk of Tulsa County, Oklahoma.

To have and to hold the same, with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all rights of homestead exemption unto the said party of the second part, and to his heirs and assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are lawful owners of the premises above granted, and seized of a good and indefeasible <sup>state</sup> inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, his heirs and assigns, forever, against claims of all persons whomsoever.

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

First: Said first parties are justly indebted unto the second party in the principal sum of six hundred (600) and no/100 dollars being for a loan made by the said second party to the said first parties and payable according to the tenor and effect of one certain negotiable promissory note executed and delivered by the said first parties, bearing date May 1st, 1924, and payable to the order of said second party on the 1st day of May, 1927, at the office of E. A. Lilly, Tulsa, Oklahoma, with interest thereon from date until maturity at the rate of ten per cent per annum payable semi-annually, which interest is evidenced by six (6) coupon interest notes of even date herewith, and executed by the said first parties (the first) thirty and no/100 dollars, due on the 1st day of November, 1924, and five notes for thirty and no/100 dollars each due on the 1st day of May, 1925, November 1925, May 1926, November 1926 and May 1927, respectively. Each of said principal and interest notes bear interest after maturity at the rate of ten per cent per annum, and are made payable at the order of said second party at the office of E. A. Lilly, Tulsa, Oklahoma, with exchange on New York.

Second:

Said parties of the first part agree to keep all buildings, fences and other improvements on the said land in as good repair as they now are, and not to commit or allow any waste on said premises.

Third: It is further expressly agreed by and between the parties hereto that if any default be made in the payment of any part of either said principal or interest notes when the same become due, or in case of default in the payment of any installment of taxes or assessments upon said premises, or the premium for fire insurance as hereinafter provided, when the same become due, or in case of the breach of any covenant or condition herein contained, the whole of said principal sum named herein and interest thereon, shall <sup>become</sup> immediately due and payable, and this mortgage may be foreclosed accordingly. And it is also agreed that in the event of any default in payment or breach of any covenant or condition herein, the rents and profits of said premises are pledged to the party of the second part or his assigns, as additional collateral security, and said parties of the second part, or assigns, shall be entitled to possession of said premises, by Receiver or otherwise.

Fourth: Said parties of the first part hereby agree in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of seventy five and no/100 dollars, which this mortgage also secures.

Fifth: It is hereby <sup>further</sup> agreed and understood that this mortgage also secures the payment of the principal note and interest herein described, and all renewal, principal