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presents Grant, Bargain, Sell, convey and Mortgage unto the said VIRGIL R. COSS MORTGAGE COMPANY, its successors or assigns, the following described premises, situate in the County of Tulsa and State of Oklahoma, to-wit:

COMPARED

The Southwest Quarter of the Southwest quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section numbered Twenty-three (23), Township numbered Seventeen (17) North Range numbered Fourteen (14) East of the Indian Meridian, containing in all Forty and No/100 acres of land, more or less, according to Government survey thereof.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the improvements thereon and the appurtenances thereunto belonging or in any wise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors or assigns, forever. And the said parties of the first part covenant and agree that at the delivery hereof they are the lawful owners of the premises hereby conveyed, and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances, whatsoever, and they will warrant and forever defend the title to and possession of the same unto said party of the second part, its successors or assigns, against the lawful claims of all persons, whomsoever.

This conveyance, however, is intended as a mortgage for the better securing of the said sum of ONE HUNDRED AND EIGHTY AND NO/100 (\$180.00) DOLLARS justly due and owing by the said parties of the first part to the said Virgil R. Coss Mortgage Company, its successors or assigns, and evidenced by six certain promissory notes for the sum of \$180.00 bearing even date herewith, and maturing in six annual periods from December 1, 1922 and bearing ten per cent. interest after maturity.

It is expressly understood and agreed by and between the parties hereto, that this mortgage is the second lien on the premises hereby conveyed; that the parties of the first part will pay the indebtedness hereby secured at the time and place and in the manner provided in said notes and will also pay all taxes and assessments levied against the premises hereby conveyed when due, and will neither commit nor permit any waste upon said premises, or the removal of any building or other improvements therefrom without the written consent of the said second party first had and obtained.

Upon payment of said promissory notes according to the tenor and effect thereof being well and truly made, then, in such case, this conveyance shall become null and void, and shall be released at the cost of the first parties; but in case of failure or default in the payment of said promissory notes when due, or any part thereof, or any interest thereon, at maturity; or in case of default in the payment of any taxes or assessments levied against either the premises hereby conveyed or the indebtedness hereby secured; or if the parties of the first part do, or suffer to be done, anything whereby this security is impaired, then upon the happening of any such contingencies, the party of the second part, its successors or assigns, may pay such taxes and assessments, and any other sum or sums necessary to preserve and protect such security and all such sums so expended shall bear interest at the rate of ten per cent. per annum, and this mortgage shall stand as security therefor.

It is further stipulated and agreed, that in case the party of the second part, its successors or assigns, shall hereafter appear in any of the land departments of the General Government, or any court or tribunal whatever, in order to preserve or protect the title to or possession of the premises hereby conveyed and warranted, that all such costs and expenses incurred therein shall bear interest at ten per cent thereafter; and that in case of foreclosure hereof, and as often as any proceedings shall be had or taken to foreclose same, the holder hereof may recover from the first parties an attorney's fee of fifty dollars which sum shall be due upon the filing of a petition in foreclosure; and for all such costs, expenses and attorney's fees, this mortgage shall stand as security.