

450

presents, grant, bargain, sell and convey unto said parties of the second part, their heirs and assigns all the following described real estate, situate in Tulsa County and State of Oklahoma to-wit:

COMPARED

Lot Three (3) in Block Two (2) in Perryman Heights Second Addition to the City of Tulsa, County of Tulsa and State of Oklahoma

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 conveyance is intended as a mortgage to secure the payment of 1 promissory note of even date herewith:

One for \$700.00, due 24th May 1926, -----

made to W. M. Divine and Mary J. Divine, his wife or order, payable at First State Bank, Laramie, Oklahoma with Seven (7) per cent. interest per annum from date, payable annually, and signed by first party.

Said first party hereby covenants that she is the owner in fee simple of said premises, and that they are free and clear of all incumbrances whatsoever.

That she has good right and authority to convey and incur the same and she warrants and will defend the same against the lawful claims of all persons whatsoever. Said first party agrees to insure the buildings on said premises in the sum of \$2000.00 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 party further expressly agrees 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 One Hundred Fifty and No/100 Dollars 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 party shall pay or cause to be paid to said second parties heirs or assigns and 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 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 and all 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 any 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 interest due and payable at once and proceed to collect said debt, including attorney's fees, and to foreclose this mortgage, and shall be entitled to possession of said premises.

Said first party waives notice of election to declare the whole debt due as above stated and also the benefit of stay, valuation and appraisement laws.

IN WITNESS WHEREOF, The said first party has hereunto set her hand the day and year first above written.

Maggie Mechler