

COMPARED

delivered to ATLAS LIFE INSURANCE COMPANY, of Tulsa, Oklahoma, their promissory notes of even date herewith, described as follows, to-wit: Five (5) notes, for the sum of Five Thousand Dollars (\$5,000.00) each, each and all due and payable to the order of Atlas Life Insurance Company three (3) years from this date, and each of said notes bearing interest from date until maturity at the rate of seven (7) per cent. per annum and from maturity until paid at the rate of ten (10) per cent. per annum, said interest until maturity being evidenced by six (6) coupons attached to each of said notes, said coupons bearing even date herewith, and each being payable to the order of the said Atlas Life Insurance Company, for the sum of One Hundred Seventy-five Dollars (\$175.00), and being due on the 24th day of November, 1923, and on the 24th days of May and November thereafter, each and all of said notes and coupons being payable at the Exchange Trust Company of Tulsa, Oklahoma, said principal notes providing, however, that One Hundred Dollars (\$100.00), or any multiple thereof, may be paid thereon on any interest payment date, provided notice of such intended payment shall have been given party of the second part thirty (30) days prior to the interest date upon which such payment is to be made;

NOW THEREFORE, if the said parties of the first part, or any one for them, shall well and truly pay over and discharge the debt and interest expressed in the said notes, and every part thereof, when the same become due and payable, according to the true tenor, date and effect of said notes, then this deed shall be void and the property hereinbefore conveyed to secure payment of the same shall be released at the cost of the parties of the first part. But should the said parties of the first part fail or refuse to pay the said debt or the said interest, or any part thereof when the same, or any part thereof, shall become due and payable according to the true tenor, date and effect of said notes, then the whole shall become due and payable, and this deed shall remain in full force and effect, and the party of the second part, at the request of the legal holder of any one or more of said notes, shall proceed forthwith by legal action to sell the said property above described, as provided by the laws of the State of Oklahoma for the foreclosure of mortgages, to satisfy the debt hereby secured.

Said parties of the first part agree to pay all taxes and assessments on said lands and premises when the same are due, and to keep all buildings and improvements now on or hereafter erected on said lands insured in responsible fire and tornado insurance companies, for an amount not less than Fifty Thousand Dollars (\$50,000.00), such insurance to be made payable to the party of the second part, as Trustee, as additional security for the payment of said notes; and if the taxes or insurance premiums are not paid by the parties of the first part when due, the party of the second part may pay the same and this instrument shall be security also for such payments, with interest thereon at the rate of ten per centum per annum from the date thereof. Parties of the first part agree to pay five (5) per cent. of the amount found due on foreclosure as attorneys' fees.

IN EVENT OF FORECLOSURE, party of the second part shall, out of the moneys received from the sale of said property, make payment of each and all of said notes, and the accrued interest thereon, or, in event the proceeds of the foreclosure be not sufficient to pay all, to apply said payment first to the accrued interest, and thereafter pro-rata on said principal sum of said notes, it being the purpose and intention that each and all of said notes shall share equally in the security, in proportion to the amount which may be due thereon at the time of foreclosure.

IN TESTIMONY WHEREOF the said parties of the first part have hereunto subscribed their names and affixed their seals on the day and year first above mentioned.