

of said lot 5, as originally platted by the Governmental townsite plat, thence in a westerly direction and parallel with the northerly line of said lot 5, prolonged to the east line of Main as now platted, thence north along the east line of Main Street as now platted to a point intersecting the prolongation of the northerly line of lot 5, with said east line of Main Street, thence easterly along said prolongation to the point of beginning.

COMPARED

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining forever.

This conveyance is intended as a mortgage to secure the payment of four promissory notes to even date herewith, one for \$5000.00, due on or before one year from date; one for \$5000.00, due on or before two years from date; one for \$5000.00 due on or before three years from date, and one for \$7500.00, due on or before four years from date, made to McClelland-Gentry Motor Co., or order, payable at office of McClelland-Gentry Motor Co., Oklahoma City Okla., with 8 per cent interest ^{per annum} from date, payable semi-annually and signed by first parties.

Said first parties hereby covenant that they are owners in fee simple of said premises, and that they are free and clear of all encumbrances. That they have good right and authority to convey and encumber the same and he will warrant and defend the same against the lawful claims of all persons whomsoever. Said first parties agree to insure the building to be erected ^{on said premises} 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 parties further expressly agree 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 ten per cent 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 the said premises described in this mortgage, and the amount thereof shall be recovered in said foreclosure suit and included in any judgement 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 parties shall pay or cause to be paid to said second party its successors or assigns, said sums of money in the above described notes mentioned, together with interest thereon according to the terms and tenor of said notes and shall make and maintain such insurance and pay such taxes and assessments, then these presents shall be wholly discharged and void, otherwise shall remain in full force and effect. If such insurance is not effected and maintained, or if any and all taxes and assessments which are or may be levied and assessed lawfully against said premises or any part thereof 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 ten 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 be not paid when due or if such insurance be not effected and maintained, or any taxes or assessments be not paid before delinquent, the holder of said notes and this mortgage may elect to declare the whole sum or sums and interest thereon due and payable at once and proceed to collect said debt, including attorney's fees, and to foreclose this mortgage; and he shall become entitled to possession of said premises.