

461

(S $\frac{1}{2}$ SW $\frac{1}{2}$ NW $\frac{1}{2}$) of Section Thirty-two (32), Township Twenty (20) North of Range Fourteen (14) East of the Indian Meridian (Containing in all 280 acres, more or less, according to the Government Survey thereof.

with all of the improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given as security for the payment of two promissory notes, dated the Fifth day of June, 1923 executed and delivered by J. M. Adkison and Ora B. Adkison, and payable to the order of said mortgagee, at their office in Oklahoma City, Okla., with interest thereon after -----at the rate of ----- per cent per annum, and after maturity at the rate of 10 per cent per annum, which notes mature as follows:

Two notes of \$350.00 each due June 1st, 1924 and 1925.

This lien hereby created is subject to a mortgage for \$14,000.00 and interest, executed to The Travelers Insurance Company dated June 5, 1923 and it is agreed that if at any time default be made by the mortgagors in any payment or obligation provided in said first mortgage, the party of the second part herein may, at its election, make such payment or perform such obligation, and any amount expended shall be repaid by the first party hereto, with 10% interest and shall be secured by this mortgage.

PROVIDED ALWAYS, that this instrument is made, executed and delivered upon the following conditions, to-wit. That said first parties hereby covenant and agree to pay all taxes and assessments of said land when the same becomes due; and to keep all improvements in good repair and not to commit or allow waste to be committed on the premises.

It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal or interest of this or the first mortgage above referred to, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, or in the first mortgage above referred to, contained, the whole of said principal sum, with interest, shall be due and payable and this mortgage may be foreclosed and said second party shall be entitled to the immediate possession of the premises and all the rent and profits thereof.

Said parties of the first part hereby agree, that in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee which this mortgage also secures, or in the event any action is brought affecting the title to the real estate herein described, all expense, including attorney fees incurred by the second party to protect its lien, shall be repaid by the mortgagors with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

Parties of the first part, for said consideration, do hereby expressly waive appraisal of said real estate, and all benefit of the homestead, exemption and stay laws of Oklahoma.

Dated this 5th day of June A. D. 1923.

J. M. Adkison

Ora B. Adkison

State of Oklahoma)
) ss.
County of Tulsa)

Before me, the undersigned, a Notary Public in and for said County and State, on this 28th day of June 1923 personally appeared J. M. Adkison and Ora B. Adkison, his wife to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and