

464

heirs and assigns, all the following described real estate, situate in Tulsa County and State of Oklahoma, to-wit:

E $\frac{1}{2}$  of the E $\frac{1}{2}$  of N $\frac{1}{2}$  of N $\frac{1}{2}$  of SW $\frac{1}{4}$  of Section 8, Township 20, Range 13 containing 10 acres.

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 two promissory notes of even date herewith;

One for \$400.00 due June 30th. 1926, one for \$400.00 due June 30th, 1927, with 8 per cent interest per annum from date, payable semi-annually, and signed by first parties.

Said first parties hereby covenant that owner in fee simple of said premises, and that they are free and clear of all incumbrances-----

That they have good right and authority to convey and encumber the same and they warrant and will defend the same against the lawful claims of all persons whosoever. Said first part----agree to insure the buildings on said premises in the sum of \$-----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 part---- further expressly agree--- that in case of foreclosure of this mortgage, and as often as any proceeding shall be taken to foreclose the same as herein provided, the mortgagor will pay to the said plaintiff ----- 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 judgment or decree rendered in any action as aforesame, and collected, and the lien thereof enforced in the same manner as the principal debt hereby secured.

Now, if said first part---- shall pay or cause to be paid to said second part----- heirs or assigns, said 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 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 for 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 ----- 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 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 shall be entitled to possession of said premises.

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

IN WITNESS WHEREOF, The said first parties have hereunto set their hands the day and year first above written.

J. W. Boles

Mable Boles