

I hereby certify that I received \$1,146.25 and tax  
Receipt No. 10788 therefor in payment of mortgage  
tax on the within mortgage.

Dated this 24 day of July 1923  
W. W. Stribling, County Treasurer

Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof  
(This mortgage is intended as a second mortgage, subject only to a first mortgage in  
favor of The Aetna Building & Loan Association of Topeka, Kansas, for \$18,000.00 as  
recorded on the 4th day of June, 1923, in the records of Tulsa County, Oklahoma).

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

This conveyance, however, is intended as a mortgage to secure the payment of 12 prom  
issory notes in writing this day executed and delivered to said second party by said first  
parties, eleven for \$250.00 each, due one month after date and one each month thereafter  
until eleven have been paid, and one for \$4,450.00 due twelve months after date, all  
payable at The Exchange National Bank of Tulsa, Tulsa County, State of Oklahoma, with  
interest from date at the rate of eight per cent per annum, payable as in note described,  
and all providing for the payment of Ten Dollars and ten per cent additional, as attorney's  
fees, in case the same be collected by legal proceedings or be placed in the hands of an  
attorney for collection.

Said first parties hereby covenant that they are the owners in fee simple of said  
premises and that the same are free and clear of all incumbrances. That they have good  
right and authority to convey and incumber the same and they will warrant and defend the  
same against the lawful claims of all persons whomsoever. Said first parties agree to insure  
the buildings on said premises in the sum of (\$7,200.00) for the benefit of the mortgagee,  
its successors and assigns and to maintain such insurance during the existence of this  
mortgage. Said first parties also agree to pay all taxes and assessments lawfully assessed  
against said premises before the same shall become delinquent.

Now, if said first parties shall pay or cause to be paid to said second party,  
its successors and assigns, said sum or sums of money in the above described notes  
mentioned, together with the interest thereon according to the terms and tenor of said  
notes, and shall procure and maintain such insurance and pay such taxes and assessments,  
then these presents shall be wholly discharged and void; otherwise shall remain and be 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 against said premises,  
or any part thereof, are not paid before the same become delinquent, then the mortgage  
herein, successors or assigns may effect such insurance and pay such taxes and assessments  
and shall be allowed interest thereon at the rate of ten (10) per cent per annum until  
paid, and this mortgage shall stand as security for all such payments and sums; and if said  
sum or sums of money or any part thereof, or any interest thereon is not paid when the same  
becomes due and payable, or if such insurance is not effected and maintained and the  
certificates or policies delivered to said second party, its successors or assigns, or if  
any taxes or assessments are not paid before the same shall be delinquent, the holder of  
said notes and this mortgage may, without notice to first parties, elect to declare the  
whole sum or sums and interest thereon and attorney's fees therein provided for due and  
payable at once and proceed to collect said debt, interest and attorney's fees set out  
and mentioned in said notes, according to the terms and tenor thereof, and also all sums  
paid for insurance and taxes and legal assessments and interest thereon, and also to  
foreclose this mortgage, whereupon the said second party, its successors and assigns,  
shall become and be entitled to the possession of said premises and shall be entitled to  
the rents and profits thereof, and shall be entitled to the appointment of a receiver  
for the collection of said rents and profits.

And it is further expressly agreed, that as often as any proceeding is taken to  
foreclose this mortgage, said first party shall pay to said second party, its successors