

**COMPARED**

Each of said notes bearing the same date as of the date of this mortgage, and each of said notes being for the principal sum of \$120.00, except one note, which said <sup>one</sup> note is for the principal sum of \$87.50, and each and all of said notes being dated at Tulsa, Oklahoma, made payable to the order of D.H. Boullt and Effie C. Boullt, payable at the office of the National Bank of Commerce, Tulsa, Oklahoma, with interest thereon from the date thereof at the rate of eight per cent per annum, interest payable monthly, signed and executed by the grantors herein named in this mortgage, and each of said notes providing that the interest thereon, if not paid when due, shall become as principal and bear the same rate of interest, and providing further that the drawers and endorsers thereof severally waive presentation for payment, protest and notice of protest, and non-payment thereof, and said notes further providing that the drawers and endorsers thereof thereby agreed that said notes and each of them may be extended from time to time, without notice, and thereby agreed to pay attorney's fees, court costs and all other expenses incurred in collection of said notes, or any part thereof, and said notes further providing that in the event any one, or more, of said notes should become due and should the makers thereof fail for thirty days after the maturity thereof to pay the same, that such failure should operate to mature all of said notes remaining unpaid, thirty of said notes of \$120.00 each due and payable as follows, to-wit;

One of the same on the 28th day of each and every consecutive month following the date thereof, and one of said notes, to-wit; said note for \$87.50 being due and payable on the 28th day of the thirty-first consecutive month following the date thereof.

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 and upon said described real estate when the same shall become due and to keep all improvements in good repair, and not to commit or allow waste to be committed on the premises herein described, and to insure, and keep insured in favor of the second parties, all buildings on said premises.

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

Said parties of the first part hereby agree that in the event action is brought to foreclose this mortgage, and as often as an action is brought to foreclose the same, the mortgagors will pay a reasonable attorney's fee, which attorney's fees this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisement of said real estate, and all benefits of the homestead, exemption and stay laws of the State of Oklahoma;

Dated this 28th day of September, 1923;

G.R. Courter  
Gladys R. Courter,

STATE OF OKLAHOMA, }  
COUNTY OF GARFIELD } SS.

Before me, a Notary Public, in and for said County and State, on this 28 day of September, 1923, personally appeared G.R. Courter and Gladys R. Courter, husband and wife,