

468

livered five certain promissory notes in writing to said party of the second part, described as follows:

Note #1 for the sum of \$275. due September 1st, 1924. Note #2 for the sum of \$275. due September 1st, 1925. Note #3 for the sum of \$275. due September 1st, 1926. Note #4 for the sum of \$275. due September 1st, 1927. Note #5 for the sum of \$4400. due September 1st, 1928. Each of the above mentioned notes bear interest from date to maturity at the rate of 7% per annum which is evidenced by interest notes attached to said principal notes which interest notes are payable semi-annually. Both principal and interest notes above mentioned bear interest after maturity at the rate of 10%.

First parties shall keep the buildings on said premises insured against loss by fire and wind for not less than \$6,000.00, with standard mortgage clauses to be attached in favor of second party. Upon failure to so insure, second party may procure such insurance and the premiums expended therefor shall be added to this indebtedness.

Now, if said parties of the first part shall pay or cause to be paid to said party of the second part its heirs or assigns, said sum of money in the above described notes mentioned, together with the interest thereon, according to the terms and tenor of the same, then this mortgage shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature, which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, the whole of said sum or sums, and interest thereon, shall then become due and payable, and said party of the second part shall be entitled to the possession of said premises. And the said parties of the first part for said consideration do hereby expressly waive an appraisalment of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

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

Orel M. Harper

Mary L. Harper

STATE OF OKLAHOMA,)

) ss. Before me, H. C. Pestor a Notary Public in and for said County
Tulsa County,)
and State on this 16 day of August 1923, personally appeared Orel M. Harper and Mary L.

Harper, 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 deed for the uses and purposes therein set forth.

My commission expires Jan 9, 1926

(SEAL)

H. C. Pestor, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Aug 16, 1923 at 4:30 o'clock P.M.

in Book 468, page 50

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk