

168

lying and situated in the County of Tulsa and State of Oklahoma, to-wit;

Lot 14, in Block 1, Highland Addition to the Town of Red Fork, according to the official recorded plat thereof.

TO HAVE AND TO HOLD THE SAME, with all and singular, the tenaments, hereditaments and appurtenances thereunto belonging; or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to her heirs and assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of second part, and to her heirs and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, And these presents are upon these express conditions; That if the said parties of the first part their heirs or assigns, shall well and truly pay, or cause to be paid, to the said party of the second part her heirs or assigns, the sum of One Thousand and No/100 Dollars, with interest thereon at the time and in the manner specified in one certain promissory note of even date herewith, executed by the parties of the first part, payable to the order of Mrs. M. J. Feasel at West Tulsa State Bank, at West Tulsa, Oklahoma, as follows;

\$1000.00 payable Oct. 30, 1924 with 10 per cent interest from date until maturity. \$... payable with per cent interest from date until maturity.

And the installments of interest being further evidenced by ... coupons attached to said principal note, payable as above indicated both principal note and coupons payable with 10 per cent interest per annum from maturity until paid, according to the true intent and meaning thereof, then and in that case these presents and everything herein expressed shall be void, but upon default in the payment of any part of the principal, or interest, when the same is due; or failure to comply with any of the foregoing covenants, the whole sum of money hereby secured shall, at the option of the holder thereof, become due and payable at once without notice. Said parties of the first part hereby agree .. to carry policies of fire and tornado insurance to the amount of \$1000.00 for full time of this loan, loss, if any, payable to Mrs. M. J. Feasel, as her interests may appear; and said policies shall be held by said mortgagee, of the legal holder of said note, as collateral or additional security for the payment of said note, and further agree... to keep in good repair all buildings; fences and other improvements; and in event action is brought to foreclose this mortgage, or recover the insurance of taxes paid by the mortgagee, an attorney fee of \$100.00 and all costs of suit and all insurance premiums or taxes so paid shall be added, which sums shall be and become an additional lien and be secured by lien of this mortgage, and upon the bringing of any such action the Court, or Judge, shall upon option of the mortgagee herein or her assigns, without further notice to said mortgagors or the owners of the premises described herein, appoint a receiver to take charge of said premises and collect the rents, revenues and profits thereof. Said part.. of the first part hereby expressly waive an appraisal of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

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

E.A. Arrington

Bertie Arrington