

with the appurtenances and all the estate, title and interest of the said parties of the first part herein. 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 except a first mortgage in the sum of \$6000.00 in favor of the Home Building & Loan Association of Tulsa, Oklahoma.

CONTRACT

This grant is intended as a mortgage to secure the payment of the sum of One Thousand and no/100 Dollars, according to the terms of 10 certain promissory notes, this day executed and delivered by the said parties of the first part to the said party of the second part, described as follows, to-wit;

10 notes numbered 1 to 10, inclusive, each for the sum of \$100.00 on principal, note No. 1 maturing Jan. 15, 1924, and each consecutive note maturing on the 15th of each and every month thereafter until all of such notes are paid. Said principal sum of \$1000.00 bears interest at the rate of 8% per annum computed and payable monthly on the entire deferred amount from month to month, such interest being added in the face of the notes. Said notes draw interest at the rate of 10% per annum after maturity if not paid when due.

Said parties of the first part shall, while any part of said principal or interest remains unpaid, pay all taxes and assessments on said mortgaged property when they become due, and shall keep the buildings on said premises insured to the satisfaction of the holder hereof in the sum of \$.... and the policy, in case of loss, payable to the said holder as his interest may appear, whether the debt be due or not, and shall pay all interest as soon as it becomes due, and in case of failure to comply with any of these provisions, at the option of the holder hereof, such tax or assessment may be paid and such insurance effect by the holder hereof, and the amounts so paid shall be a lien on the premises aforesaid and be secured by this mortgage and be collected in the same manner as the principal debt hereby secured. If said principal debt shall not^{be} paid when due, or if at any time there remains unpaid any interest, insurance premiums, taxes or assessments after the same become due, or should said mortgagors commit waste on said described premises, then the said notes and all sums by this mortgage secured shall immediately become due and payable without notice, and the holder hereof may at once cause this mortgage to be foreclosed and shall be entitled to recover attorney's fees in the sum of ten per cent of the amount hereby secured, in no event being less than fifty Dollars, the sum to be adjudged a lien upon said lands and secured by this mortgage; and shall be entitled upon the breach of any of the conditions therein to the immediate possession of said premises and to the rents and profits thereof, and the said mortgagors, hereby covenant... and agree.. to give the peaceable possession thereof as aforesaid and in case the mortgagee or the holder of this mortgage shall institute proceedings in court to foreclose this mortgage the parties hereto agree that a receiver may be appointed by the court to preserve the same and collect the rentals and profits therefrom without regard to the question of value. All moneys paid on taxes, assessments and insurance as above provided shall draw interest at ten per cent per annum from the date of payment thereof by the mortgagee until paid. In case of the foreclosure of this mortgage and the sale of the property mortgaged under such foreclosure, the same may be sold with or without appraisal, at the option of the holder hereof. All homestead exemptions and stay laws are hereby expressly waived. The foregoing conditions being performed this conveyance to be void, otherwise in full force and effect.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their