

The above instrument was received \$14.00 and issued  
 Receipt No. 110.87 therefor in payment of mortgage  
 tax on the within mortgage.  
 Dated the 13 day of July 1923  
 P. H. County Treasurer

of the first part, and payable to the second part, as follows, to-wit:

One note for Three Hundred Seventy Five and No /100 Dollars due January 1st, 1924  
 One others for Three Hundred Seventy Five and No.100 Dollars each due on the first day of  
 January & July in each year untill the whole sum is paid;

The said parties of the first part hereby expressly agree to pay each of said notes when  
 the same become due, according to the terms of said notes, and to pay the interest on the sum  
 secured by said mortgage when the same falls due according to the terms thereof; to pay taxes  
 and assessments against said land when the same are due and payable; and the said party of  
 the second part or its assigns is expressly authorized to pay any and all sums necessary  
 to protect the title to the said premises or to keep the same <sup>free</sup> from other liens of whatsoever  
 nature, including attorney's fees in all action such title, or the validity of this mortgage  
 be assigned in trust, or otherwise to another than the second party, then any part of principal  
 or interest secured thereby, which may be paid or advanced, taken up held or owned by said  
 second party, and any other sum paid, as authorized, shall be a further lien upon said land  
 and be secured hereby together with interest thereon at ten per cent per annum from date of such  
 payments and may be included in any judgment or decree entered hereon; and in case of a  
 foreclosure of this mortgage to pay an attorney fee of Fifty Dollars to be due upon the filing  
 of the petition of foreclosure, and which is secured hereby the same as said notes, and in  
 case of a failure to pay any of said notes when the same is due, or to pay any interest on the  
 note secured by said prior mortgage when it is due, or to pay any tax or assessment levied  
 against said land when the same is due or to perform any of the covenants or agreements in  
 said prior mortgage, the whole of the notes hereby secured shall at once, at the option of  
 the holder thereof, become due and payable, and such holder shall be entitled to a foreclosure  
 of this mortgage and to have the said premises sold and the proceeds applied to the payment of  
 the sums secured hereby; and in case of any such foreclosure any interest upon the note or notes  
 secured by said mortgage at the time paid, advanced <sup>paid</sup> ~~paid~~ or owned by the holder hereof, shall  
 be included in such foreclosure, and is secured hereby in the same manner as said notes, and  
 sum paid by the holder hereof in defending the title to said premises, or discharging any  
 liens thereon, whether as attorney's fees, costs or otherwise with interest thereon at the  
 rate of ten per cent per annum is secured hereby, and may be included in a foreclosure hereof;  
 and the said part of the first part hereby expressly waive appraisalment of said premises,  
 And all covenants herein contained shall run with the land herein conveyed, It is further  
 covenanted and agreed by the said parties the first part that in case of default in the pay-  
 ments as herein provided the said party of the second part or the legal holder hereof upon  
 the institution of suit to foreclose shall be entitled to the possession of said property  
 by a receiver or otherwise, as it may elect, The foregoing covenants and conditions being  
 performed this conveyance to be void; otherwise in full force and virtue;

This Mortgage shall in all respects be governed and construed by the laws of the State  
 Oklahoma at the date of its execution.

Signed and delivered this 9th day of July, 1923,

By the request of;

Henry H. Parks,  
 Maggie Parks.

State of Oklahoma, County Tulsa, ss

Before me, The undersigned, a Notary Public, in and for said County and State, on this 9th  
 of July A. D, 1923, personally appeared Henry H. Parks and Maggie Parks 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;