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right-of-way, thence Southwesterly along said right-of way to a point 28 feet East of the West line of said Section Thirty-Two (32), thence South 28 feet distant and parallel with said section line, a distance of 559.5 feet to place of beginning, except that part of the above described land lying between Lewis Avenue and the East line of an industrial railway right-of way now on said land, containing Twelve (12) acres, more or less.

TO HAVE AND TO HOLD, the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining forever,

This conveyance is intended as a mortgage to secure the payment of the above described note, and described as follows:

One Note for Twelve Thousand, Five Hundred (\$12,500.00) Dollars, dated September 4, 1923, and due ninety (90) days from date, with interest there on at the rate of ten per cent (10%) per annum from maturity, until paid, and payable to said The Exchange National Bank of Tulsa, Oklahoma,

The said W. M. Fleetwood and Lota K. Fleetwood, do hereby covenant and agrees that they are the owners in fee simple of said above described property, that they are free and clear of all encumbrances, and that they gave good right and lawful authority to convey and encumber the same, and that they will warrant and defend the same against the claims of all persons whomsoever, and that during all of the time that this instrument is a lien upon said property they will pay all taxes and assessments lawfully assessed and levied on said premises prior to the time that the said taxes shall become delinquent,

The said W. M. Fleetwood and Lota K. Fleetwood further agree that in case if foreclosure of this mortgage, and as often as any proceedings shall be taken to foreclose the same, as herein provided, they will pay to the Trustee, Exchange Trust Company, of Tulsa, Oklahoma, the sum of One Thousand (\$1,000.00) Dollars, as attorney fees therefor, in addition to all other statutory fees, said fee to be due and payable upon the filing of the petition for foreclosure, and the same shall be a further charge and lien upon said premises described in this mortgage and the amount thereof shall be recovered in said foreclosure suit, and included in any judgment or decree rendered in action as aforesaid and collected, and the lien thereof enforced in the same manner as the principal debt hereby secured,

NOW, if said W. M. Fleetwood and Lota K. Fleetwood shall pay or cause to be paid, to said The Exchange National Bank of Tulsa, Oklahoma, its successors or assigns, said sum of Twelve Thousand Five Hundred (\$12,500.00) Dollars, in the above described note mentioned, together with the interest thereon, according to the terms and tenor of said note, and shall pay such taxes and assessments levied and assessed against the above described property, then these presents shall be wholly discharged and void, otherwise shall remain in full force and effect and if said sum of money or any part thereof, are not paid when due or if any taxes or assessments levied and assessed against said property are not paid before delinquent, upon request of said The Exchange National Bank of Tulsa, Oklahoma, the Trustee, Exchange Trust Company, of Tulsa, Oklahoma, shall immediately proceed to the foreclosure of this mortgage, and shall be entitled to the possession of said premises, and entitled to receive the rents and profits therefrom,

In case of foreclosure of this mortgage and sale of the above described property the under the proceeds of said sale shall be distributed as follows;

FIRST: To the payment of all expenses incurred by the Trustee including a reasonable compensation to said Trustee for its services, and for the services of its agent and attorney fees, and all taxes or other liens which may be prior to the lien of this mortgage upon said