3061.1.212D

FIRST MORTGAGE NOTE.

\$ 944,00

Owasso State of Oklahoma August 9- 1923

ASSOCIATION. a corporation, at its fiffice in Salt Lake City, Utah, the sum of Nine hundred forty-four (\$944,00) Dollars consisting of Eight hundred (\$800,00) Dollars principal and One hundred forty-four, (\$144,00) Dollars interest said total amount of Nine hundred forty-four (\$944,00 Dollars being payable in monthly installments as follows, Twenty-three and 60/100 Dollars on the 1st, day of each and every month commencing with the month of August 1925, untill Forty(40) payments shall have been made, each payment to be provated to principal and interest Default in the prompt payment of any installment as and when the same shall become due and payable shall, at the election of the holder hereof, without notice, mature therwhole of the unpaid principal of this note, and the holder of this note may thereupon proceed to the collection of said principal, together with interest thereon at the rate of ten (10) per Gent per annum from the date that the first monthly payment becomes delinquent, such interest to continue both before and after judgment, If this note is placed in the hands of an attorney for collection the undersigned agree, to pay a reasonable attorneys fee,

Revenue stamps in amount of 16% attached to priginal note.

And the said parties of the first part hereby covenant and agree with the party of the second part, its assigns and successors, as follows:

That the said parties of the first part are the owners of the above described premises in fee simple, that the same are free and clear from any and all incumbrances, and that he hereby forever warrant the same against the lawful claims of all persons; said parties of the first part further agree to keep the buildings and improvements, situated or placed on said premises at all times insured against fire, insuch company as may be be approved by the party of the second part in the amount of \$800,00 with loss, if any, payable to theparty of the second part and delivernsuch policy as soon as issued to the party of the second part, to pay all taxes and assessments levied upon said premises promptly as and when same become due and payable, and file the receipts for the same with the said party of the second part, to pay the expense of Leleasing this mortgage on the records when it shall have been fully paid; to pay all costs including a reasonable attorney's fee, for enforcing the provisions of, or foreclosing this mortgage; to repay immediately to the party of thesecond part any and all sums paid by it for insurance, assessments or taxes or for any other purpose to protect the security hereby given with interest on such sums, at the rate of per cent per annum. and any and all such sums including costs and attorney's fees in the event of foreclosure, and hereby including in the arount secured by this mortgage.

In case of the failure of the parties of the first part to keep said premises insured, as herein provided, or to deliver the insurence policy or any renewal or subisfute policy for the same, to the party of the second part, the party of the second part shall have the right immediately upon any such failure to procure said insurence upon said premises, and any sum paid for such insurance, together with interest at ten (10) per cent per a num thereon, shall immediately fall due from the said first parties to the second party, the party of the second part shall in no event be responsible for the sufficiency in form or substance of the policy or the solvency or sufficiency of any insurance company in respect to the insurance herein provided for, Money collected by the party of the second part on any insurance policy, may at its option, be devoted to the repair or reproduction of the subject of the insurance, or applied and credited to the indebtedness hereby secured, in which latter event any installments of the note secured by the mortgage then remaining unpaid shall thereafter fall due and be paid one each month, commencing in the month next succeding the month of such application,