

## MORTGAGE ENFORCEMENT

I hereby certify that I received \$12 and issued  
 Receipt No. 2376 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 10 day of May 1923

W. W. Stacey, County Clerk

Deputy

This is not a homestead, will not be used as such, and is not now claimed as a homestead.  
 With all improvements thereon and appurtenances thereunto belonging, and warrant the title  
 to the same.

This mortgage is given to secure the payment of the principal sum six hundred dollars,  
 with interest thereon at the rate of 10 per cent per annum, payable annually from maturity,  
 according to the terms and at the time and in the manner provided by one certain promissory  
 note of even date herewith, given and signed by the makers hereof, and payable to the order  
 of the mortgagee herein at Sand Springs, Okla. due March 15th, 1924.

It is expressly agreed and understood by and between the said parties hereto, that  
 this mortgage is a first lien upon said premises: That the party of the first part will pay  
 said principal and interest at times when the same fall due and at the place and in the  
 manner provided in said notes and will pay all taxes and assessments against said land when  
 the same are due each year, and will not commit or permit any waste upon said premises; that  
 the buildings and other improvements thereon shall be kept in good repair and shall not be  
 destroyed or removed without the consent of the second party, and shall be kept insured for  
 the benefit of the second party or its assigns, against loss by fire or lightning for not less  
 than \$1000 in form and companies satisfactory to said second party, and that all policies  
 and renewal receipts shall be delivered to said second party. If the title to the said  
 premises be transferred, said second party is authorized, as agent of the first party, to  
 assign the insurance to the grantee of the title.

It is further agreed and understood that the said second party may pay any taxes  
 and assessments levied against said premises or any other sum necessary to protect the rights  
 of such party or assigns, including insurance upon buildings, and recover the same from the  
 first party with ten per cent interest, and that every such payment is secured hereby, and that  
 in case of a foreclosure hereof, and as often as any foreclosure suit may be filed, the  
 holder hereof shall recover from the first party an attorney's fee of \$25.00 and ten per cent  
 upon the amount due, or such different sum as may be provided for by said notes, which shall  
 be due upon the filing of the petition in foreclosure, and which is secured hereby, together  
 with expense of examination of title in preparation for foreclosure. Any expense incurred  
 in litigation or otherwise, including attorney fees and abstract of title to said premises,  
 incurred by reason of this mortgage or to protect its liens, shall be repaid by the mortgagor  
 to the mortgagee or assigns, with interest thereon at ten per cent per annum, and this mort-  
 gage shall stand as security therefor.

And it is further agreed that upon a breach of the warranty herein or upon a failure  
 to pay when due any sum, interest or principal, secured hereby, or any tax or assessment  
 herein mentioned, or to comply with any requirements herein or upon any waste upon said pre-  
 mises, or any removal or destruction of any building or other improvements thereon, without  
 the consent of the said second party, the whole sum secured hereby shall at once and without  
 notice become due and payable at the option of the holder thereof and shall bear interest  
 thereafter at the rate of ten per cent per annum, and the said party of the second part, or  
 its assigns 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 that immediately  
 upon the filing of the petition in foreclosure the holder hereof shall be entitled to the  
 possession of the said premises, and to collect and apply the rents thereof less reasonable  
 expenditures, to the payment of said indebtedness, and for this purpose the holder hereof  
 shall be entitled to a receiver, to the appointment of which the mortgagors hereby consent,  
 and the holder hereof shall in no case be held to account for any rental or damage other  
 than for rents actually received; and the appraisalment of said premises is hereby expressly