

COMPARED

Lot two (2) Block five (5) in Brady Heights addition to the City of Tulsa, as shown by the recorded plat thereof, together with all the improvements thereon and all the appurtenances thereunto belonging; and ^{all} the rights of homestead therein.

To have and to hold the same unto said second parties, their heirs and assigns, forever. The said first parties hereby covenant and agree to and with the said second parties to warrant and defend the title to said premises against all lawful claims whatsoever.

Provided, always and this conveyance is upon these express conditions; That if ^{the} said first parties, their heirs, administrators, executors or assigns, shall pay to the said second parties the sum of twenty one hundred sixteen & 66/100 payable as follows: Twenty one hundred sixteen & 66/100 dollars on the 24th day of November, 1924, with annual interest thereon at the rate of eight per centum, payable semi-annually, principal and interest payable at the office of E. D. Mitchell, at Tulsa, Oklahoma, with current rate of exchange on New York City, in gold or its equivalent; according to the terms of one certain promissory note or even date and tenor herewith, with interest coupons attached, and shall pay all taxes and other assessments on said lands, and upon this mortgage or upon the note secured hereby, during the life of this mortgage and before the same shall become delinquent, and shall also, at their own expense keep the buildings on said property insured against fire, in a good and reputable insurance company, for the benefit of said second parties, or assigns, to the extent of \$2100.00, until this mortgage is paid or otherwise extinguished, then this instrument shall be void, otherwise to remain in full force and effect.

Provided, also that on default in the payment of any part of said principal or interest, or taxes or other assessments, when and as the same shall become due, or if said first parties shall fail or neglect to keep the buildings on said property insured as above provided, then the whole of the money hereby secured shall become due and payable immediately upon such default or failure, at the option of the holder of said note and without further notice.

And the said first parties hereby promise and agree to and with the said second parties, heirs, administrators, executors and assigns, to pay said principal, interest, taxes and other assessments when and as the same shall become due, to maintain the insurance on the buildings, as above provided, and to comply faithfully with all the terms and conditions of this mortgage, and that, in case of any of said taxes or other assessments shall become delinquent, or in case said first parties shall fail to maintain the insurance on said buildings as above provided, the said second parties may pay said taxes and assessments and may effect such insurance and add the amounts so paid, with interest thereon, to the indebtedness hereby secured and recover the same as a part thereof; and that, in case of foreclosure of this mortgage, a reasonable sum, to be fixed by the Court, shall be recovered by said second parties from said first parties as an attorney's fee, and shall be included in the decree foreclosing this mortgage.

Said first parties hereby waive the benefit of stay, valuation or appraisal laws.

In witness whereof, the said first parties have hereunto set their hands this 24th day of November, 1923.

Rene Erwin,
T. R. Erwin.

State of Oklahoma)

Tulsa County)

SS

Before me, F. P. Sutherland a Notary Public, in and for said County and State, on this 5th day of December, 1923, personally appeared Rene Erwin and personally to me known to be the identical person who executed the within and foregoing