

by mortgages to The Pawnee National Bank party of the second part, the following described real estate and premises, situate in Tulsa County, State of Oklahoma, to-wit: Lot Three (3) of Section Eighteen (18); and South Twenty & 20/100 (20.20) acres of Lot One (1); and East Nineteen & 86/100 (19.86) acres of Lot Two (2), and Southwest Ten (10) acres of Lot Two (2) and East half (E $\frac{1}{2}$) of Northwest Ten (10) acres of Lot Two (2) of Section Nine (9), all in Township Seventeen (17) North, Range Fourteen (14) East, Tulsa County, Oklahoma. This is not the homestead of mortgagor. **COMPARED**

with all the improvements thereon and appurtenances thereto belonging, and warrant the title of the same.

This mortgage is given to secure the principal sum of Thirteen Hundred Eleven and 15/100 Dollars with interest thereon at the rate of 10 per cent per annum, payable annually from date according to the terms and at the time and in the manner provided by one certain promissory note, given and signed by the maker hereof and payable to the order of the mortgagee herein, described as follows, to-wit:

One note for \$1311.15, dated September 19, 1923, Payable October 19, 1923

All sums secured by this mortgage shall be paid at the office of Pawnee National Bank unless otherwise specified in the note and coupons.

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 the times when the same fall due, and at the place and in the manner provided in said note, 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 said 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 ----- DOLLARS, 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 or assessments levied against said premises, or any other sum necessary to protect the rights of such party or its 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 hereof may be filed, the holder hereof may recover from the first party an Attorney Fee of \$10.00 and 10 per cent of said debt which may be due upon the filing of the petition in foreclosure, and which is secured hereby and which the first party promises and agrees to pay, together with the expense of examination of title in preparation of foreclosure. Any expense incurred in litigation or otherwise, including Attorney's Fee and abstract of title to said premises, incurred by reason of this mortgage or to protect its lien, shall be repaid by the mortgagor to the mortgagee or assigns, with interest thereon at 10 per cent per annum, and this mortgage 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 premises, or any removal or destruction of any building or other improvement thereon, without the consent of the said second party, the whole sum secured hereby shall at once and without notice