

475

Lot Four (4) in Block Twenty-four (24), College Addition to the City of Tulsa, Oklahoma according to the recorded plat thereof.

COMPARED

TO HAVE AND TO HOLD THE SAME, with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and all rights of homestead exemption unto the said party of the second part, and to his heirs and assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are lawful owners of the premises above granted and seized of a good indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will WARRANT AND DEFEND the same in the quiet and peaceable possession of said party of the second part, his heirs and assigns, forever against claims of all persons whomsoever.

PROVIDED ALWAYS, and this instrument is made, executed, and delivered upon the following conditions, to-wit:

FIRST. Said first parties are justly indebted unto the second party in the principal sum of ONE THOUSAND (1000.00) DOLLARS, being for a loan made by the said second party to the said first parties and payable according to the tenor and effect of one certain negotiable promissory note executed and delivered by the said first parties, bearing date October 17th, 1923 and payable to the order of said second party on the 17th day of October, 1925 at the office of E. A. Lilly, Tulsa, Oklahoma, with interest thereon from date until maturity at the rate of 10 per cent per annum payable semi annually, which interest is evidenced by four (4) coupon interest notes of even date herewith, and executed by the said first parties one, (the first) for Fifty and no/100 Dollars, due on the 17th day of April, 1924 and three (3) notes for Fifty and no/100 Dollars each due on the 17th day of October, 1924, April 1925 and October 1925; respectively. Each of said principal and interest notes bear interest after maturity at the rate of 10 per cent per annum, and are made payable at the order of said second party at the office of E. A. Lilly, Tulsa, Oklahoma with exchange on New York.

SECOND. The said parties of the first part agree to keep all buildings, fences and other improvements on the said land in as good repair as they now are, and not to commit or allow any waste on said premises.

THIRD. It is further expressly agreed by and between the parties hereunto that if any default be made in the payment of any part of either said principal or interest notes, when the same become due, or in case of default in the payment of any installment of taxes or assessments upon said premises or the premium for fire insurance as hereinafter provided, when the same become due, or in case of the breach of any covenant or condition herein contained, the whole of said principal sum named herein, and interest thereon, shall become immediately due and payable, and this mortgage may be foreclosed accordingly. And it is also agreed that in the event of any default in payment or breach of any covenant or condition herein, the rents and profits of said premises are pledged to the party of the second part, or his assigns, as additional collateral security, and said party of the second part, or assigns, shall be entitled to possession of said premises, by Receiver or otherwise.

FOURTH. Said parties of the first part hereby agree in the event action is brought to foreclose this mortgage they will pay a reasonable attorney's fee of One Hundred Dollars, which this mortgage also secures.

FIFTH. It is hereby further agreed and understood that this mortgage secures the payment of the principal note and interest herein described, and all renewal, principal or interest notes that may hereafter be given, in the event of any extension of time for the payment of said principal debt, to evidence said principal or the interest upon the same during the said time of extension.