

Addition to the Town of Bixby, Okla. according to the recorded plat thereof
And the East-half of the South East Quarter (E $\frac{1}{2}$ SE $\frac{1}{2}$), Section Twenty-two
(22), Township Seventeen (17) North, Range Thirteen (13) East, containing Eighty
(80) acres more or less.

COMPARSED

To have and to hold the same, together with all and singular the tenements, hereditaments
and appurtenances thereunto belonging, or in any wise appertaining forever.

This conveyance is intended as a mortgage to secure the payment of One (1) promissory
note, of even date herewith, due twelve months after date, with interest at 6 per cent per
annum, payable semi annually and signed by D. D. Wamsley and Maggie Wamsley.

479
Said Parties of the First Part hereby covenant that they are the owners in fee simple
of said premises, and that they are free and clear of all incumbrances, and that they have
good right and authority to convey and encumber the same, and that they will warrant and
defend the same against the lawful claims of all persons whomsoever. Said First Parties
agree to insure the said buildings of said premises in the sum of Eight Thousand & No/100
Dollars, for the benefit of the Mortgagee and maintain such insurance during the existence
of this mortgage. Said Party of the Second Part agrees to pay all taxes and assessments
lawfully assessed on said premises before delinquent, during the term of this mortgage; in
consideration of which, Parties of the First Part agree that Party of the Second Part shall
have, receive and use during the payment of said taxes and assessments and any and all other
lawful liens that may accrue against the said property and the satisfaction of the indebted-
ness hereby secured, the rents, profits, issues and income from the property hereby mortgaged.
Said Parties of the First Part further expressly agrees that in case of foreclosure of this
mortgage, and as often as any proceedings shall be taken to foreclose the same as herein
provided, or otherwise, the Mortgagors or First Parties will pay to the said Mortgagee, or
Second Party, Ten (\$10.00) Dollars and ten per cent of the amount secured hereby as attorneys
or solicitors fees, in addition to all other statutory fees; said fee to be due upon the
filing of the petition for foreclosure, or the institution of proceedings therefor, and the
same shall be a further charge and lien upon said premises described in this mortgage, and
the amount thereof shall be recovered in said foreclosure suit, and included in any judgment
or decree rendered in said action, or proceedings as aforesaid and collected, and the lien
thereof enforced in the same manner as the principal debt hereby secured.

Now if the said first parties shall pay or cause to be paid to said Party of the
Second Part, its successors or assigns, the said sum of money in the above described note
mentioned, together with interest thereon according to the terms and tenor of said note,
and shall make and maintain said insurance and render or cause to be rendered to Second Party
all rents, issues and income from said property, then these presents shall be wholly discharged
and void, otherwise shall remain in full force and effect. If said insurance is not effected
and maintained, or if any rents, profits, issues, or income from said property are not paid
over or caused to be paid over by Second Party to First Parties or any part thereof, upon
receipt thereof, then the Mortgagee may effect such insurance and have charge and possession
of said premises and the rents, issues, profits and income therefrom until fully paid hereunder
and this mortgage shall stand as security for all such payments; and if said sums of money,
or any part thereof are not paid when due, or if the rents, profits, issues and income from
said property are not rendered promptly upon receipt, the holder of said note and of this
mortgage may elect to declare the whole sum or sums and interest hereby secured due and
payable at once and proceed to collect said debt including attorneys fees as above provided,
and to foreclose this mortgage, and become entitled to the possession of said premises.

Said Parties of the First Part waives notice of election to declare the whole debt
due as above provided.