

hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto said parties of the second part their heirs and assigns, forever, all the following described real estate, situated in the County of Tulsa State of Oklahoma, to-wit: All of Lots three (3) and Four (4) in Block Eight (8) of Orchard Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof, with the appurtenances and all the estate, title and interest of the said part--- of the first part herein. And the said part--- of the first part do--- hereby covenant and agree that at the delivery hereof the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances Except a first mortgage in the sum of \$2500.00 in favor of the Exchange Trust Company of Tulsa, Oklahoma

**COMPARED** This grant is intended as a mortgage to secure the payment of the sum of Thirty-three hundred fifty & No/100 DOLLARS, according to the terms of 36 certain promissory notes, this day executed and delivered by the said parties of the first part to the said parties of the second part, described as follows, to-wit:

One certain series of 36 notes numbered from One to 36 inclusive, dated November 5, 1923.

Notes No. 1 to 35 inclusive are each in the principal sum of \$40. 00 and note No. 36 in the principal sum of \$1950.00. The first of said series of notes becomes due and payable on or before the 5th day of December 1923 and one on the 5th day of each month thereafter until all of said notes have been paid. All the above notes bear interest at the rate of 8% per annum, payable semi-annually.

The mortgagors agree that in case default is made in the payment of any interest on first mortgage or any principal of said first mortgage, or in case suit is brought to foreclose first mortgage, that all sums secured hereby, may, at the option of the holders of said second mortgage, become due and payable, and as such they have the right to foreclose the same whether due or not due.

Said parts of the first part shall, while any part of said principal or interest remains unpaid, pay all taxes and assessments on said mortgaged property when they become due, and shall keep the buildings on said premises insured to the satisfaction of the holder hereof in the sum of \$3000.00 and the policy, in case of loss, payable to the said holder as his interest may appear, whether the debt be due or not, and shall pay all interest as soon as it becomes due, and in case of failure to comply with any of these provisions, at the option of the holder hereof, such tax or assessment may be paid and such insurance effected by the holder hereof, and the amounts so paid shall be a lien on the premises aforesaid and be secured by this mortgage and be collected in the same manner as the principal debt hereby secured. If said principal debt shall not be paid when due, or if at any time there remains unpaid any interest, insurance premiums, taxes or assessments, after the same become due, or should said mortgagors commit waste on said described premises, then the said notes and all sums by this mortgage secured shall immediately become due and payable without notice, and the holder hereof may at once cause this mortgage to be foreclosed and shall be entitled to recover attorney's fees in the sum of ten per cent of the amount hereby secured, in no event being less than Fifty Dollars, the sum to be adjudged a lien upon said lands and secured by this mortgage; and shall be entitled upon the breach of any of the conditions herein to the immediate possession of said premises and to the rents and profits thereof, and, the said mortgagors hereby covenant and agree to give the peaceable possession thereof as aforesaid and in case the mortgagee or the holder of this mortgage shall institute proceedings in court to foreclose this mortgage the parties hereto agree that a receiver may be appointed by the court to preserve the same and