

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

This conveyance is intended as a mortgage to secure the payment of one promissory note of even date herewith a copy of which is hereto attached.

\$1360.00

Tulsa, Oklahoma, November 27th, 1923

For value received, I, we, or either of us promise to pay to the order of L. K. Hollyman and Mary E. Hollyman the sum of Thirteen hundred Sixty & no/100 Dollars (\$1360.00) in installments of Thirty-five & no/100 Dollars (\$35.00/100) per month; including interest; said installments to be paid on or before the 3rd day each and every month hereafter beginning the 3rd day of December 1923 --Balance due in 24th month after date.

Deferred payments to bear interest at the rate of 8 per cent per annum from November, 27th until paid; interest payable monthly. If any of said installments become delinquent for 60 days the entire unpaid balance shall at once become due and payable at option of the holder. Negotiable and payable at the Security National Bank, Tulsa, Okla. This note is secured by Second mortgage on Lot 11 Block 4 in Fairmont Addition to Tulsa Oklahoma according to the recorded plat thereof.

The makers and endorsers hereby severally waive presentment for payment, notice of non-payment, protest and notice of protest, and agree that extensions of time for payment may be granted by the holders hereof without notice. In case of legal proceedings to collect this note, or in case this note is handed to an attorney for collection, I, we, or either of us, agree to pay ten per cent of the total amount herein, additional as attorney's fees. Maker shall have the right to pay any multiple of the installment at any installment payment date.

COPY.

P. O. Address-----

COMPARED

Oma B. Todd

H. E. Todd

made to L. K. Hollyman & Mary E. Hollyman or order, payable at Tulsa Oklahoma with 8 per cent interest per annum, payable semi-annually and signed by Oma B. Todd and H. E. Todd

Said first parties hereby covenant that they are the owners in fee simple of said premises and that they are free and clear of all incumbrances except first mtg. of \$1,250.00 That they have good right and authority to convey and encumber the same, and they will warrant and defend the same against the lawful claims of all persons whomsoever. Said first parties agree to insure the buildings on said premises in the sum of \$2,000.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first parties agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first parties further expressly agree that in case of foreclosure of this mortgage, and as often as any proceeding shall be taken to foreclose same as herein provided, the mortgagor will pay to the said mortgagee \$10.00 and 10% of amount then due as attorney's or solicitor's fees therefor, in addition to all other statutory fees; said fee to be due and payable upon the filing of the petition for foreclosure and the same shall be a further charge and lien upon said premises described in this mortgage, and the amount thereon shall be recovered in said foreclosure suit and included in any judgment or decree rendered in action 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 second parties their heirs or assigns said sum of money in the above described note mentioned, together with the interest thereon according to the terms and tenor of said note and shall make and maintain such insurance and pay such taxes and assessments then these presents shall be wholly discharged.