

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 Four Thousand Dollars (\$4000.00), 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.

COMPARED

Said first parties further expressly agree that in case of foreclosure of this mortgage, and as often as any proceedings shall be taken to foreclose the same, as herein provided, the mortgagors will pay to the said mortgagee Ten Dollars, (\$10.00) and ten per cent (10%) of the amount due under said mortgage as attorney's fees therefor, in addition to all other statutory fees, said fee to be due and payable upon the filing of a petition for foreclosure, 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 other decree rendered in such 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 party, his heirs or assigns, said sum of money in the above described notes mentioned, when the same shall become due, together with the interest thereon according to the terms and tenor of said interest coupon notes, and shall make and maintain such insurance and pay such taxes and assessments, 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 and all taxes and assessments which are or may be levied and assessed lawfully against said premises or any part thereof, or that may become a lien thereon, are not paid before delinquent, then the mortgagee may effect such insurance or pay such taxes and assessments, and shall be allowed interest thereon at the rate of ten per cent per annum until paid, 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 such insurance is not effected and maintained, or any taxes or assessments are not paid before delinquent, the holder of said note and this mortgage may elect to declare the whole sum or sums and interest thereon due and payable at once, and proceed to collect said debt, including attorney's fees, and to foreclose this mortgage, and shall become entitled to the possession of said premises and the appointment of a receiver to collect and receive the rents and profits therefrom.

First parties are given the privilege to pay said note in full at any interest period, provided, however, that they give thirty (30) days notice to said mortgagee of their intention to pay said note in full at said interest period, and accompany said notice with the payment of interest for sixty (60) days in advance of the date of said payment; the giving of which said notice and the payment of said advance interest being the consideration for the privilege extended to the first parties of paying said principal before the same becomes due, as hereinbefore provided.

Said first parties waive notice of election to declare the whole debt due as above, and also the benefit of stay, valuation or appraisal laws.

IN WITNESS WHEREOF, said parties have hereunto set their hands and seals, the day and year first above written.

Geo W. Davis

Caroline E. Davis

State of Oklahoma,
ss.
County of Tulsa.

Before me, the undersigned, a Notary Public in and for said County and State,