

each of said notes providing for an attorney's fee of Ten Dollars (\$10.00) and Ten per cent (10%) of the note, if the same is collected by an attorney or by legal proceedings.

Said mortgagors hereby covenant that they are the owners of said premises in fee simple and that they are free and clear of all encumbrances whatsoever, and that they have good right and authority to mortgage the same, and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

COMPARED

Said mortgagors agree to keep the buildings on said premises insured in the sum of Six Thousand Dollars (\$6,000.00), for the benefit of the mortgagee, and maintain such insurance during the existence of this mortgage, and in case said mortgagors fail to maintain such insurance, this mortgage becomes immediately due and payable.

Said mortgagors agree to pay all taxes and assessments lawfully levied or assessed against said premises, before the same become delinquent.

NOW, if said mortgagors shall pay, or cause to be paid, to said mortgagee, his heirs or assigns, said sums of money in the above described notes mentioned, together with the interest thereon and attorney's fees, according to the terms and tenor of said 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 such insurance is not effected and maintained, or if any and all taxes and assessments which are or may be levied or assessed lawfully against said premises, or any part thereof, are not paid before becoming delinquent, then the said mortgagee may effect such insurance or pay such taxes and assessments, and this mortgage shall stand security for all such payments made by him, with interest thereon at Ten Per Cent (10%) per annum, until paid; and, if the above described note or notes, or any one of them, or any part thereof, or any other sum of money secured by this mortgage, be not paid punctually when due, or if such insurance is not effected and maintained, or any tax or assessment is not paid before becoming delinquent, the holder of said notes and this mortgage may elect and declare the principal note due and payable at once, with interest at ten Per Cent (10%) from said default, and may proceed to collect said debt, including attorney's fees, and to foreclose this mortgage, and shall become entitled to possession of said premises and all rents and profits therefrom.

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

Frank E. Morse

Ruth Morse

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS.

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 6th day of December, 1923, personally appeared Frank E. Morse and his wife Ruth Morse, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, the day and year last above written.

My commission expires May 11, 1924 (SEAL) A. O. Olson, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Dec. 7, 1923 at 11:35 o'clock A.M. in Book 480, page 596

By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk