in Block nine (9) of Oakdale Suburd addition to the City Of Tulsa,

Oklahoma, according to the recorded plat thereof,   **COMPARED**

with the appurtenances and all the estate, title and interest of the said parties of the first part herein. And the said party of the first part do hereby covenant and agree that at the delivery thereof, they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritace therein, free and clear of all incumbrances, except first mortgage in the sum of $2500.00 and special assessments hereafter to mature.

This grant is intended as a mortgage to secure the payment of the sum of sixteen hundred sixty one and no/100 dollars, according to the terms of 51 certain promissory notes described as follows, to-wit:

Fifty notes numbered 19 to 68, inc. each for the sum of $33.00 on principal and one note numbered 69 for the sum of $11.00. Said notes are executed by W. A. Elwell and wife, May Elwell in favor of N. H. Davis and endorsed by him. Same are dated June 16, 1922, the first note maturing on the 16th day of January, 1923, and one note on the 16th day of each and every month thereafter until all of said notes are paid. Said notes bear interest at the rate of 8% per annum computed and payable monthly on the whole sum unpaid each month, such interest being includd in the face of each note.

Said parties of the first part shall, while any part of said principal or interest remains unpaid, pay all taxes and assess emts 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 $4,000 and the policy, in case of loss, payable to the said holder os 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 of effected by the holder hereof and the amounts so paid shall be a lien on the premises aforesaid and be secured by this mrtgage 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 becomes due, or should said mortgagors commit waste on said described premises, then the saidnotes and all sums by this mortgage secured shall immediately became due and payable without notice, and the holder hereof may at once cause this mortgage to be foreclosed and shall be entitled to receive attorney's fees, in the sum of ten per cent pfr 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 mortgagr hereby covenant and agree to give the peacable possession thereof as aforesaid and incase the mrtgagee 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 collect the rentals and profits therefrom without regard to the question of value. All moneys paid on taxes, assessments and insurnce as above provided shall draw interest at ten per cent per annum from the date of payment thereof by the mortgagee until paid. In case of the foreclosure of this mortgage and the sale of the property mortgaged under such foreclosure, the same may be sold with or without appraisement, at the option of the holder hereof. All homstead exemptions and stay laws are hereby expressly waived. The foregoing conditions and stay laws are hereby expressly waived. The foregoing conditions being performed this conveyance to be void, otherwise in full force and effect.

In witness whereof, the said parties of the first part have hereunto set their hands the