

Provided, always, and these presents are upon the express condition, that whereas the said Henry R. Ketchum and Gertrude H. Ketchum, grantors have executed and delivered one certain promissory note, dated January 2, 1924, to said party of the second part for one hundred forty six thousand (\$146,000.00) dollars, due January 2, 1925, with interest at the rate of 7% per annum, payable semi-annually.

The parties of the first part agree to keep the buildings located on the properties above described insured for an amount not less than said buildings are insured for at the present time.

In case that papers for foreclosure are filed, the first parties agree to pay a reasonable attorney's fee of \$14,000.00.

Now if said parties of the first part shall pay or cause to be paid to said party of the second part, his heirs or assigns, said sum of money on the above described note, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void, and the same shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same <sup>is</sup> due, or if the taxes or assessments levied against said premises or any part thereof, or the taxes assessed against the said party or assignee of said note or the debt secured hereby, or if the insurance is not paid, the second party may pay the same, and the amount so paid shall become a part of this indebtedness and the whole of said sum or sums and interest thereon, shall, and by these presents does become due and payable, and shall bear 10 per centum interest per annum, and said party of the second part shall be entitled to the possession of said premises. And the said parties of the first part for said consideration do hereby waive - or not waive appraisement, at the option of the said second party, his heirs and assigns.

This mortgage is junior and subject to a mortgage heretofore executed on January 2, 1923, by Henry R. Ketchum and Gertrude H. Ketchum, his wife, to W. N. Robinson in the sum of \$500,000.00 covering the following described property, to-wit:

Lots 3 and 4, and the southerly 10 feet of the westerly 50 feet of lot 2, in block 106 in the City of Tulsa, Oklahoma, according to the official plat and survey thereof,

said mortgage being recorded in the office of the County Clerk of Tulsa County, Oklahoma, in book 434, at page 20, and on which there is outstanding and unpaid at the present time approximately \$462,500.00

This mortgage is junior and subject to a mortgage heretofore executed on December 28, 1922, by Henry R. Ketchum and Gertrude H. Ketchum, his wife, to Lina J. Hall of Tulsa, Oklahoma, in the sum of \$200,000.00 covering the following described property, to-wit:

A part of lot 7, in Block 148, according to the official plat and survey of the City of Tulsa, Oklahoma, described as follows:

Beginning at a point in the westerly line of said lot a distance of 25 feet northerly from the southwest corner of said lot; thence in an easterly direction parallel with the southerly line of said lot a distance of 140 feet to the westerly line of the alley running through said block; thence in a northerly direction along said alley line a distance of 50 feet; thence at right angles in a westerly direction parallel with the southerly line of said lot to the westerly line of said lot; thence in a southerly direction along the westerly line of said lot a distance of 50 feet to the place of beginning;

said mortgage being recorded in the office of the County Clerk of Tulsa County, Oklahoma, in