

bargain, sell and convey unto said parties of the second part their heirs and assigns, forever, all the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit: All of the west twenty (20) feet of lot nine (9) and the east twenty (20) feet of lot eight (8) in block, four (4) of Broadmoor addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof, with all the appurtenances and all the estate, title and interest of the said parties of the first part herein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible state of inheritance therein, free and clear of all incumbrances, except first mortgage of \$2800.00 in favor of the Exchange Trust Company, of Tulsa, Oklahoma.

This grant is intended as a mortgage to secure the payment of the sum of sixteen hundred fifty nine and 9/100 dollars, according to the terms of 21 certain promissory notes described as follows, to-wit: Twenty notes numbered 16 to 35, inc. for the sum of \$50. each, said notes being executed by E. P. Jennings in favor of Robt. E. Adams, and W. Frank Walker, under date of October 4, 1922, the first note maturing on the 1st day of February, 1924, and one note on the 1st day of each and every month thereafter until all of said notes are paid; and one note numbered No. 36 for the sum of \$835.49 maturing on the 1st day of October, 1925. All of said notes bear interest at the rate of 8% per annum payable monthly on whole sum unpaid each month from the 1st day of January, 1924, such interest being included 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 assessments 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 \$4000.00 and the policy, in case of loss, payable to the said holder as 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 the provisions, at the option of the holder hereof, such tax or assessment may be paid and such insurance effected by the holder hereof, and the amounts so paid shall be a lien on the premises aforesaid and be secured by this mortgage 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, taxes or assessments, after the same become due, or should said mortgagors commit waste on said described premises, then the said notes and all sums by this mortgage secured shall immediately become due and payable without notice, and the holder hereof shall at once cause this mortgage to be foreclosed and shall be entitled to recover attorney's fees in the sum of ten per cent of 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 mortgagors hereby covenant and agree to give the peaceable possession thereof as aforesaid and in case the mortgagee 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 rents and profits therefrom without regard to the question of value. All moneys paid on taxes, assessments and insurance 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 appraisal, at the option of the holder hereof. All homestead exemptions and stay laws are hereby expressly waived. The foregoing conditions being performed this conveyance to be void, otherwise in full force and effect.