

I hereby certify that I received \$150 and issued Receipt No. 13408 there for in payment of mortgage tax on the within instrument.

Dated this 22 day of June 1921

1924
County Treasurer 21

401

other improvements thereon shall be kept in good repair and shall not be destroyed or removed without the consent of the second party or its assigns, against loss by fire and storm for not less than twenty five hundred dollars in form and companies satisfactory to said second party; or his representative, and that all policies and bonds of same shall be delivered to said second party or his representative.

Party of the first part and their heirs, executors, administrators and assigns, will warrant the quiet enjoyment of the aforesaid premises to the said party of the second part, his heirs, executors and assigns, and will forever defend the aforesaid premises against the lawful claims and demands of all persons.

It is further agreed and understood that the said second party may pay any taxes and assessments levied against said premises or any other sum necessary to protect the rights of such party or its assigns including insurance upon buildings, and recover the same from the first party with ten per cent interest, and that every such payment is secured hereby, and that in case of a foreclosure hereof and as often as any foreclosure hereof may be filed, the holder hereof may recover from the first party an attorney fee of two hundred fifty dollars, or such different sum as may be provided for by said note, which shall be due upon the filing of the petition in foreclosure and which is secured hereby, and which the first party promises and agrees to pay, together with expenses of examination of title in preparation for foreclosure. Any expense incurred in litigation or otherwise, including attorney fees and abstract of title to said premises incurred by reason of this mortgage or to protect its liens, shall be repaid by the mortgagors to the mortgagee or assigns, with interest thereon at 10 per cent per annum, and this mortgage shall stand as security therefor.

And it is further agreed that upon a breach of the warranty herein or upon a failure to pay when due any sum, interest or principal, secured hereby, or any tax or assessment herein mentioned, or to comply with any requirements herein or upon any waste upon said premises, or any removal or destruction or any building or other improvements thereon, without the consent of the said second party, the whole sum secured hereby shall at once and without notice become due and payable at the option of the holder thereof, and shall bear interest thereafter at the rate of ten per cent per annum, and the said party of the second party, or its assigns shall be entitled to a foreclosure of this mortgage and to have the said premises sold and the proceeds applied to the payment of the sums secured hereby; and that immediately upon the filing of the petition in foreclosure the holder hereof shall be entitled to the possession of the said premises; and to collect and apply the rents thereof, less reasonable expenditures, to the payment of said indebtedness, and for this purpose the holder hereof shall be entitled to a receiver, to the appointment of which the mortgagors hereby consent, which appointment may be made either before or after the decree of foreclosure, and the holder hereof shall in no case be held to account for any rental or damage actually received; and the appraisement of said premises is hereby expressly waived. And all the covenants and agreements herein contained shall run with the land herein conveyed.

This mortgage and the note and coupons secured hereby, shall in all ^{respects} ~~aspects~~ be governed and construed by the laws of the State of Oklahoma.

Dated this 19th day of January, 1924.

Nola Childers Tracy,
F.R. Tracy.

State of Oklahoma, Tulsa County, SS.

Before me, H. J. Chapin, a Notary Public, in and for said County and State, on this 31st day of January 1924, personally appeared Nola Childers Tracy, and F. R. Tracy, her husband, 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.