

State of Oklahoma, party of the second part:

Witnesseth, that said parties of the first part, in consideration of the sum of three hundred seventy five and no/100 dollars, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part_ of the second part, its heirs and assigns all the following described real estate situate in Tulsa County, and State of Oklahoma, to-wit: The east 35 feet of the west 70 feet of lots one (1) two (2) three (3) and four (4) and the south ten (10) feet of the west 35 feet of lot four (4) in Block nineteen (19) in Park Hill addition to the City of Tulsa, Oklahoma, according to the amended plat thereof.

To have and to hold the same, together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining forever.

This conveyance is intended as a mortgage to secure the payment of two promissory notes of even date herewith: One for \$187.50, due June 22, 1924, one for \$187.50, due December 22, 1924, made to Mager-Swan Mortgage Company, a corporation, or order, payable at its office in Oklahoma City, Oklahoma, with 8 per cent interest per annum from date, payable semi-annually, and signed by first parties.

Said first parties hereby covenant that they are the owners in fee simple of said premises and that they are free and clear of all incumbrances, except a first mortgage for \$2500.00 in favor of Mager-Swan Mortgage Company, and assigned to United States Mortgage and Trust Company, of New York. That they have good right and authority to convey and encumber the same and they warrant and will defend the same against the lawful claims of all persons whosoever. Said first parties agree to insure the buildings on said premises in the sum of \$- - for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage, and to pay all taxes and assessments ^{law} fully assessed on said premises before delinquent.

further
Said first parties expressly agree that in case of foreclosure of this mortgage, and as often as any proceedings shall be taken to foreclose the same as herein provided, the mortgagor will pay to the said plaintiff one hundred and no/100 dollars, as attorney's or solicitor's fees therefor, in addition to all other statutory fees, said fee to be due and payable upon the filing of the petition for foreclosure, and the same shall be a further charge and lien upon said premises described in this mortgage and the amount thereof shall be recovered in said foreclosure suit and included in any judgment or decree rendered in any action as aforesaid, and collected, and the lien thereof enforced in the same manner as the principal debt hereby secured.

Now, if said first parties shall pay or cause to be paid to said second party its heirs or assigns said sums of money in the above described notes mentioned, together with interest thereon 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 remain in full force and effect. If such insurance is not effected and maintained, or if any and all taxes are not paid before delinquent, the mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of ten per cent per annum until paid, and this mortgage shall stand as security for all such payments. And if said sum or sums of money or any part thereof is not paid when due or if such insurance is not effected and maintained, or any taxes or assessments are not paid before delinquent, the holder of said notes and this mortgage may elect to declare the whole sum or sums and interest due and payable at once and proceed to collect the said debt, including attorney's fees, and to foreclose this mortgage, and shall be entitled to possession of said premises.

Said first parties waive notice of election to declare the whole debt due as above