

13530 288  
 Dated this 30 day of Jan. 1924  
 W. W. Senter, County Treasurer

To have and to hold the same, with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and with rights of homestead exemption unto the said party of the second part, and to his heirs and assigns forever. And the said party of the first part does hereby covenant and agree that at the delivery hereof he is lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances, and that he will warrant and defend the same in the quiet and peaceable possession of said party of the second part, his heirs and assigns, forever, against claims of all persons whomsoever.

Provided, always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

First: Said first party is justly indebted unto the second party in the principal sum of seven hundred fifty (750) dollars, being for a loan made by the said second party to the said first party, and payable according to the tenor and effect of one certain negotiable promissory note executed and delivered by the said first party, bearing date January 29th, 1924, and payable to the order of said second party on the 29th day of January, 1926, at the office of E. A. Lilly, Tulsa, Oklahoma, with interest thereon from date until maturity at the rate of 10 per cent per annum, payable semi-annually, which interest is evidenced by four (4) coupon interest notes of even date herewith, and executed by the said first party, one (the first) thirty seven and 50/100 dollars, due on the 29th day of July, 1924, and three notes for thirty seven and 50/100 dollars each <sup>due</sup> on the 29th day of January, 1925, July 29th, 1925 and January 29th, 1926, respectively. Each of said principal and interest notes bear interest after maturity at the rate of ten per cent per annum, and are made payable at the order of said second party at the office of E. A. Lilly, Tulsa, Oklahoma, with exchange on New York.

Second. The said party of the first part agrees to keep all buildings, fences and other improvements on the said land in as good repair as they now are, and not to commit or allow any waste on said premises.

Third. It is further expressly agreed by and between the parties hereunto, that if any default be made in the payment of any part of either said principal or interest notes, when the same become due, or in case of default in the payment of any installment of taxes or assessments upon said premises, or the premiums for fire insurance as hereinafter provided, when the same become due, or in case of the breach of any covenant or condition herein contained, the whole of said principal sum named herein, and interest thereon, shall become immediately due and payable, and this mortgage may be foreclosed accordingly. And it is also agreed that in the event of any default in payment or breach of any covenant or condition herein, the rents and profits of said premises are pledged to the party of the second part, or his assigns, as additional collateral security, and said party of the second part, or assigns, shall be entitled to possession of said premises, by Receiver or otherwise.

Fourth. Said party of the first part hereby agrees in the event action is brought to foreclose this mortgage he will pay a reasonable attorney's fee of seventy five and no/100 dollars, which this mortgage also secures.

Fifth: It is hereby further agreed and understood that this mortgage secures the payment of the principal note and interest herein described, and all renewal, principal or interest notes that may hereafter be given, in the event of any extension of time for the payment of said principal debt, to evidence said principal or the interest upon the same during the said time of extension.

Sixth: Said party of the first part hereby covenant and agrees to pay all taxes and assessments of whatever character on said land, and any taxes or assessments that shall be made made by the State of Oklahoma, or by the County or town wherein said land is situated, when