

TREASURER'S ENDORSEMENT

I hereby certify that I received \$4025 and issued Receipt No. 13601 therefor in payment of mortgage tax on the within mortgage.

Dated this 4 day of Feb. 1924.

W. W. Snoddy, County Treasurer

and August, of each year, and ten (10) per centum per annum after maturity, the installments of interest to be further evidenced by coupons attached to said principal notes, of even date herewith, and payable to the order of said parties of the second part. COMPARED

Second. Said parties of the first part agree to pay all taxes and assessments on said lands and premises when the same are due, and to keep all buildings and improvements now on or hereafter erected on said lands insured in some responsible fire and tornado insurance company, to the satisfaction of the holder hereof, in at least the sum of ten thousand dollars (\$10,000.00) the policy or policies to be made to the holders hereof as additional security to this loan, and if the taxes, assessments or insurance premiums are not paid by the parties of the first part, when due, the holders hereof may pay the same and this mortgage

shall be security also for such payments, with interest at the rate of ten per centum per annum, and the parties of the first part shall assume all responsibility of proofs and care and expense of collecting said insurance if loss occurs.

Third. In case of default in any of the covenants hereof, the rents and profits of said premises are pledged to the holders hereof as additional collateral security for the payment of moneys herein mentioned, and the holder is entitled to the possession thereof by receiver or otherwise.

Fourth. Said parties of the first part agree that if the makers of said notes shall fail to pay the principal or interest on said notes, or any part thereof, as the same become due, or any of the taxes, assessments or insurance premiums as they become due, or to comply with any of the foregoing covenants, the whole sum of money hereby secured shall, at the option of the holders hereof, become due and payable at once and without notice.

The said parties of the first part shall pay all expenses of collection of the insurance, and in the event action is brought to foreclose this mortgage or recover on the insurance policy, a reasonable attorney fee of not less than ten dollars and ten per cent of the amount then due, shall be added, which this mortgage also secures. 481

And the said parties of the first part, for said consideration, do hereby expressly waive an appraisal of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

Now if the parties of the first part shall well and truly pay to the said parties of the second part, their heirs, executors, administrators, or assigns, the said sums of money evidenced by the said notes and coupons, and keep and perform the agreements, covenants and conditions hereinbefore set forth, then this conveyance to be void; otherwise to remain in full force and virtue.

In testimony whereof the said parties of the first part have hereunto subscribed their names and affixed their seals on the day and year first above written.

Sam A. Neely,
Lilla S. Neely.

State of Oklahoma)
County of Tulsa) SS

Before me, a Notary Public, within and for said county and state, on this 1st day of February, 1924, personally appeared Sam A. Neely and Lilla S. Neely, his wife, to me known to be the identical person 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.

Witness my hand and notarial seal the day and year last above written.

(SEAL) A. Dale Benedict, Notary Public.

My commission expires 4/4/1927.

Filed for record in Tulsa County, Okla. on Feb. 2, 1924, at 11:10 A.M. recorded in book 481, page 510, Brady Brown, Deputy, (SEAL) O.G. Weaver, County Clerk.