

issues and profits thereof. 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 estate of inheritance therein, free and clear of all incumbrances except a mortgage of record to Gum Brothers for Sixty-Five Hundred Dollars (\$6,500.00), dated October 8th, 1923.

COMPARED

This grant is intended as a mortgage to secure the payment of the sum of FIVE THOUSAND AND FIVE HUNDRED DOLLARS together with interest thereon according to the terms of one certain promissory note executed and delivered by the said parties of the first part to the said party of the second part, described as follows: A note for Five thousand and Five hundred Dollars (\$5,500.00) of even date herewith and payable in semi-annual installments of Five Hundred Dollars (\$500.00) on the fifteenth days of January and July of each year and bearing interest at the rate of eight per cent per annum payable semi-annually on the fifteenth days of January and July,

Said parties of the first part shall, while any part of said principal or interest remain unpaid, pay all taxes and assessments on said mortgaged property when they shall become due, and shall keep the buildings on said premises insured to the satisfaction of the holder hereof in the sum of \$10,000.00 and the policy in case of loss, payable first to the holder of the first mortgage herein described and second to the holder of this mortgage as their interests may appear, whether the debts 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 these 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 draw interest at the rate of ten per cent per annum payable semi-annually, from date said sums are expended, all such sums shall be secured by this mortgage and be collected in the same manner as the principal debt hereby secured.

Now, if the parties of the first part shall fail to pay, or cause to be paid, any of the note or notes secured hereby, or shall fail in any of the terms or conditions of the said prior bond or mortgage, or if at any time there remains unpaid any interest, insurance premiums, taxes or assessments, after the same becomes due, or should said mortgagors commit waste on said described premises, then the said note and all sums secured by this mortgage shall immediately become due and payable, at the option of the holder hereof, without notice and the holder hereof may 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 less than Fifty Dollars, the said 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 the said premises and to the rents and profits thereof, and the said mortgagors hereby covenant and agree to give 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 rentals and profits therefrom without regard to the question of value.

This mortgage is given to secure a part of the purchase price to be paid by the grantors herein for the above described property.

And the said parties of the first part, for the consideration aforesaid, hereby expressly waive, or not at the option of the holder hereof, the appraisalment of said real estate and all benefits of homestead and stay laws of said State of Oklahoma.

The foregoing conditions being performed this conveyance to be void, otherwise to remain in full force and effect.

In witness whereof, the said parties of the first part have hereunto set their