

One Thousand and no .100 Dollars to them duly paid , the receipt of which is hereby acknowledged have sold and by these presents do grant, bargain, sell and mortgage to the said parties of the second part, its successors or assigns forever, all that tract or parcel of land situated in the County of Tulsa and State of Oklahoma, described as follows. to-wit;

Lot Twelve (12). Block Five (5), Friend Addition to the  
City of Tulsa, according to the recorded plat thereof,

with the appurtenances and all the estate title and interest of the said parties of the first part therein And the parties of the first part do hereby covenant and agree that at the delivery whereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, and will warrant and defend the title to the same, and that the same are free and clear of all incumbrances of whatsoever kind,

This grant is intended as a mortgage to secure the payment of the sum of One Thousand and no/100 Dollars payable to The Inter- State Mortgage Trust Company at its office of Greenfield Massachusetts, according to the terms of one certain promissory note with ten coupons attached this day executed and delivered by the said parties of the first part, to the said party of the second part, and this conveyance shall be void if such payment be made as therein specified,

But if default be made in the payment of any sum hereby secured or in default of performance of any covenant herein contained, the said first party agrees to pay to the said second party and its assigns, interest at the rate of ten (10) per cent per annum on said principal note, from the date of such default to the time when the money shall be actually paid, Any payment made on account of interest shall be credited in said computation, so that the total amount collected shall be and not exceed the legal rate of ten (10) per cent per annum.

481 The first party agrees to pay all taxes and assessments levied upon said real estate, and if not paid the holder of this mortgage may without notice elect to pay such taxes or assessments and be entitled to interest on the same at the rate allowed by law, and this mortgage shall stand as security for the amount so paid with such interest,

The said first party agrees to keep all buildings, fences and other improvements on said real estate in as good repair and conditions as the same are in at this date, and shall permit no waste, and specially no cutting of timber, excepting for making and repairing fences on the place, and such as shall be necessary for firewood for the use of the grantor's family; and the commission of waste shall, at the option of the mortgagee, render this mortgage subject to foreclosure,

And the said first party agrees that in the event of the failure, neglect or refusal of said first party to insure the buildings or to reinsure the same, and deliver the policy or policies, properly assigned or pledged to the said The Inter-State Mortgage Trust Company, before noon of the day on which any such policy or policies shall expire, then the said second party is hereby authorized and empowered by these presents to insure or reinsure said buildings for said amount in such company or companies as it may elect, and the said The Inter-State Mortgage Trust Company may sign all papers and applications necessary to obtain such insurance in the name, place and stead of the said first party; and it is further agreed, in the event of loss under such policy or policies, the said second party shall have full power to demand, receive, collect and settle the same, and for that purpose may, in the name, place and stead of said first party, and as his agent and attorney in fact, sign and indorse all vouchers, receipts and drafts, that shall be necessary to procure the money thereunder, and to apply the amounts so collected towards the payments of the bond, interest, coupons, and interest thereon; and if any or either of said agreements be not performed as aforesaid, then the said party of the second part, its indorsers or assignees may pay such taxes and assessments, or any part thereof, may effect such insurance as hereinbefore agreed, paying the cost thereof, and for such sums so paid these presents shall be a security in like manner and with like effect as for the payment of said bond and interest coupons.