

payable at the office of Finerty Investment Company, in Oklahoma City, Oklahoma, according to the terms of one certain promissory note or bond, of even date herewith, with coupons for interest attached thereto and also pay all taxes, and other assessments on said premises, during the continuance of this mortgage, before any of said taxes shall become delinquent, and shall pay said interest coupons at the same mature, and keep the buildings, fences and other improvements on said premises in as good condition as at this date, and shall keep the said buildings insured in the sum of \$\_\_\_\_\_ for the use and benefit of the party of the second part, and its assigns, until said principal sum \_\_\_\_\_ and interest are full, paid; then and in that case only, these presents shall be void, otherwise to remain in full force and effect; PROVIDED ALSO, that on default in payment of any part of said principal, or interest, or taxes, as the same shall become due, or upon failure of said party, of the first part to keep the buildings, fences and improvements on said premises in good repair, or to keep said buildings so insured as herein provided, or to deliver the policies of insurances to second party or its assigns, the whole of the money hereby secured shall become payable immediately upon such default of failure, at the option of the party of the second part or its assigns. The party of the second part is expressly authorized to pay any and all sum necessary to protect the title to said premises, and to keep the same free from other liens of whatever nature, including attorney's fees in all action attacking such title or the validity of this mortgage. And said party of the first part hereby promises and agrees to and with said Finerty Investment Company, its successors and assigns, to pay the taxes money, and interest, on the days herein before specified, to keep the buildings fences, and other improvements on said premises in good repair, and said buildings insured during the continuance of this mortgage, in the sum of \_\_\_\_\_ Dollars, for the benefit of the said second party, and its assigns, to deliver all policies of insurances herein provided for, to said second party and its assigns, and to observe all conditions, covenants and agreements herein contained, and that in case any of the said taxes or any premium due upon the aforesaid insurance, shall become delinquent, that the party of the second part, or its assigns, may pay the same, and add the amount thereof, with interest thereon at the rate of ten per cent per annum to said mortgage money, and recover the same as part thereof. In case suit is commenced to foreclose this mortgage, the party of the first part hereby agrees to pay the legal holder of the note and bond hereby secured, an amount equal to ten per cent thereof, additional, as attorney's fee; said sum to become due and payable at once upon the filing of petition in foreclosure, and to be secured by this mortgage and to be included in any judgment rendered and to be collected and enforced the same as the balance of the debt hereby secured. And in case the Note and Bond or coupons secured by this mortgage shall not be paid when due, they shall draw interest at the rate of ten per cent per annum, payable annually, from maturity until paid. All benefit of stay, valuation homestead, and appraisement laws are hereby expressly waived.

In Testimony Whereof, The said party of the first part has hereto set his hand

Evertt M. Byers

S. M. Byers

George Harris

STATE OF OKLAHOMA )

TULSA COUNTY )

SS

Before me, the undersigned, a notary public, in and for said county and state, on this 1st day of April 1924 personally appeared George Harris A, New Born Cherokee By Blood, Roll Number 1171, and A, Single Man to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth,

Witness my hand and official seal the day and year set forth,

My commission expires February 21st, 1927. (seal)

Evertt M. Byers Notary Public,

Filed for record in Tulsa, Tulsa County Oklahoma April 2- 1924 at 4:50 O'clock P. M and recorded in Book 484 Page 275 By Brady Brown Deputy (seal) D. L. Weaver County Clerk