

COMPLAINT
 (The W $\frac{1}{2}$ of the NW $\frac{1}{4}$; and the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$; and the N $\frac{1}{2}$ of the SE $\frac{1}{4}$; and the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$; and the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 28, Township 17 North, Range 14 East, containing 280 acres said described land being located near Sixty, Oklahoma, (subject, however, to aprior mortgage to secure the payment of \$6,000. due to Gum Brothers; and \$4,000 due to J. S. Hopping); and

Also the South 41 ft. of Lot 14; and the North 8.8 ft. of Lot 13 in Block 5 of North Tulsa Assition to the City of Tulsa, Tulsa County, Oklahoma, according to the official plats thereof, (said preoperty being subject to a mortgage for the sum of \$12,000 heretofore executed to the Citizens Trust Company of Pawhuska, Oklahoma); and

(Also the W $\frac{1}{2}$ of the NE $\frac{1}{4}$; and the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 26; and the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 24, all in Township 17 North, Range 12 East, Tulsa County, Oklahoma; and

Also the S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; and the N $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$; and the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$; and the S $\frac{1}{2}$ of the SE $\frac{1}{4}$; and the S $\frac{1}{2}$ of the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 22; and the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 23, Township 17 North, Range 14 East, Tulsa County, Oklahoma.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining forever.

This conveyance is intended as a mortgage to secure the payment of four (4) certain promissory notes, each dated February 19, 1925, and payable one hundred eighty (180) days after date thereof, one for \$6,800.00, one for \$4,882.80, one for \$2,750.00 and one note for \$11,585.45, each and all of said notes bearing interest at the rate of eight per cent per annum from date thereof until paid, and each of said notes being payable to the First National Bank of Tulsa, Oklahoma, or its order, and each of said notes being signed by J. B. Brown and Iela L. Brown.

485
 Said parties of the first part hereby covenant that they are the owners in fee simple of said premises and that they are free and clear of all encumbrances, except as above indicated that they have good right and authority to convey and encumber the same and that they will warrant and defend the same against the lawful claims of all persons whomsoever; said parties agree to insure the buildings on said premises in such sums as may be obtainable for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage.

Said parties of the first part agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first parties furthermore agree that in case of foreclosure of this mortgage and as often as often as any proceedings shall be taken to foreclose the same as herein provided, the mortgagor will pay to said mortgagee \$10.00 and the sum of ten per cent of the principal as attorneys' fees therefor, in addition to all other statutory fees, said fee to be due and payable upon the filing of the petition for foreclosure and the same shall be a further charge and lien upon the said premised described in this mortgage and the amount thereof shall be recovered in said foreclosure suit and included in any judgment or decree rendered in action as aforesaid, and collected, and the lien thereof enforced in the same manner as the principal debt hereby secured.

Now if the said parties shall pay or cause to be paid to said second part, their successors or assigns, said sum of money as evidenced by the above described notes, together with interest thereon, according to the terms and tenor of said notes, and shall make and maintain such insurance and pay such taxes and assessments, then these presents shall be wholly discharged and void, otherwise shall remain in full force and effect. If said insurance is not effected and maintained, or if any and all taxes and assessments which are or may be levied and assessed lawfully against said premises, or any part thereof, are not paid before delinquent, then the mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of eight (8) per cent per annum until paid, and this