

of the first part, and THE PIONEER MORTGAGE COMPANY, a corporation organized under the laws of Kansas, of Topeka, State of Kansas, party of the second part; **COMPARED**

WITNESSETH, That the said parties of the first part, in consideration of the sum of One-Thousand and no/100 Dollars the receipt of which is hereby acknowledged, together with the interest thereon and other sums hereinafter mentioned, as the same fall due, doth hereby Grant, Bargain, sell and Mortgage to said party of the second part, its successors and assigns, forever the following-described tract or parcel of land with the tenements, appurtenances, and hereditaments thereunto belonging, situated in Tulsa County, State of Oklahoma, to-wit:

The Southeast Quarter (SE $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Two (2), Township Seventeen (17) North, Range Twelve (12) East of the Indian Meridian, containing (40) acres, more or less, according to the Government survey thereof.

Together with all rents and profits therefrom and all improvements and appurtenances now or hereafter in anywise belonging thereto; and the said first parties hereby warrant the title thereto against all persons whomsoever.

This mortgage is given as security for the performance of the covenants herein, and the payment to the said THE PIONEER MORTGAGE COMPANY, a corporation, its successors and assigns, of the principal sum of One-Thousand and No/100 Dollars according to the terms and conditions of a promissory note or bond, made and executed by C. A. Graham and Nora Graham, his wife, parties of the first part, to THE PIONEER MORTGAGE COMPANY, its successors and assigns, bearing even date herewith, with interest thereon from May 26, 1924, at the rate of six per cent per annum, payable semi annually, but with interest after maturity at the rate of ten per cent per annum, which interest is evidenced by coupon interest notes thereto attached.

It is hereby further agreed and understood that this mortgage secures the payment of the principal note and interest notes herein described, and all renewal, principal or interest notes that may hereafter be given, in the event of any extension of time for the payment of said principal debt, to evidence said principal or the interest upon the same during the said time of extension.

The said first parties shall not commit or suffer waste; shall pay all taxes and assessments upon said described real property, and any taxes or assessments made upon said loan or the legal holder of said note and mortgage on account of said loan, to whomsoever assessed, including personal taxes, before delinquent; shall keep the buildings thereon insured to the satisfaction of said second party for at least \$-- delivering all policies and renewal receipts to said second party, its successors and assigns: and upon satisfaction of this mortgage will accept from the mortgagee a duly executed release of the same, have it recorded, and pay the cost of recording.

A failure to comply with any of the agreements herein shall cause the whole debt secured hereby to at once become due and collectible, if said second party or assigns so elect, and no demand for fulfillment of conditions broken, nor notice of election to consider the debt due shall be necessary previous to commencement of suit to collect the debt hereby secured or any part thereof, or to foreclose this mortgage; and if suit is commenced to foreclose this mortgage the second party, its successors and assigns, shall be entitled to have a receiver appointed to take charge of said real estate during such litigation and period of redemption from sale thereunder, accounting to the mortgagor for the net income only, applying the same in payment of any part of the debt secured hereby remaining unpaid.

All money paid by said second party, its successors and assigns, for insurance, taxes or assessments upon said property, and expense of continuation of abstract, and all expenses and attorney's fee incurred by said second party and assigns, with or without litigation to protect the lien of this mortgage or the priority thereof, shall be recoverable against said first parties with penalties upon tax sales, and shall bear interest at the rate of ten per cent per annum,