

situated in Tulsa County and State of Oklahoma, to-wit:

The East Forty-Six (46) Feet of Lot Five (5) in Block Ten (10) of Irving Place Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof.

To have and to hold the same, together with all and singular the improvements thereon, the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining forever,

**COMPARED**

This mortgage is given to secure the payment of one Promissory note to-wit: One principal note for the sum of \$5000.00 due "ay 1st 1927. and interest thereon" as specified in the face of the same and as evidenced by coupon interest notes attached thereto, all dated of even date herewith, payable at the office of the mortgagee, signed by mortgagors and bearing interest at 10% per annum after maturity, payable semi-annually, also all commission, notes executed simultaneously herewith as a part of this transaction; and this mortgage shall also secure the payment of any renewals of any such indebtedness.

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Said mortgagors hereby covenant that they are the owners in fee simple of said premises; that the same are free and clear of all incumbrances; and will warrant and defend the same against all lawful claims of any other person.

Said mortgagors agree to insure the buildings on said premises against loss by fire or tornado in the sum of \$5000.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. All policies taken out or issued on the property, even though the aggregate exceeds the amount of this mortgage, shall be assigned to the mortgagee as additional security. In case of failure, neglect or refusal to procure and maintain such insurance or to deliver the policies to the mortgagee herein, the mortgagee may, at his option, without notice, insure or reinsure the improvements on said real estate and the amounts of premiums paid therefor shall be secured hereby and shall be deemed immediately due and payable to mortgagee and shall bear interest until paid at 10% per annum from date of such payment.

Said mortgagors agree to pay all taxes and assessments lawfully assessed on said premises before delinquent and shall satisfy and discharge any and all liens, charges or incumbrances upon said property which are, or may become, prior claims over the lien of this mortgage and in case such discharge and satisfaction shall not be promptly made when due or payable, then mortgagee may satisfy or pay such liens, charges or incumbrances. All payments so made by the mortgagee shall immediately be due and payable to him, including all costs, expenses and attorney fees in connection therewith, whether brought about by litigation or otherwise and all amounts so expended or paid shall bear interest at 10% per annum from payment until reimbursement is made and shall be additional liens upon said property and secured by this mortgage.

Said first parties agree to keep and maintain all improvements on the premises in good condition; commit or suffer no waste thereon, and not allow said premises to become in a dilapidated condition.

Said mortgagors further expressly agree that in case of foreclosure of this mortgage, and as often as any proceeding shall be taken to foreclose same as herein provided, an additional sum of Ten dollars and ten percent for attorney's fee will be paid to said mortgagee. Said fees shall be due and payable upon the filing of the petition for foreclosure and the same shall be a further charge and lien upon said premises and the amount thereof shall be recovered in said foreclosure suit and included in any judgment rendered, and the lien thereof enforced in the same manner as the principal debt hereby secured.

Now if said mortgagors shall pay or cause to be paid to said mortgagee, his successors or assigns, said sums of money specified in the above described notes, together with the interest thereon according to the terms and tenor of said notes, and shall keep and perform, during the existence of this mortgage the covenants and agreements herein contained, then these presents