

with all improvements thereon and appurtenances thereunto belonging, and warrant the title to the same. This mortgage is given to secure the principal sum of Four-Thousand & No/100 (4000.00) Dollars with interest thereon at the rate of five per centum per annum, from date, payable semi-annually, according to the terms of one certain promissory note, signed by the above parties, and described as follows, to-wit:

Dated Broken Arrow, Oklahoma, June 3rd 1924, for the sum of Four-Thousand & No/100 (\$4000.00) Dollars, payable June 15th 1929 to the Commissioners of the Land office of the State of Oklahoma, or their order, at the office of the said Commissioners in the Capitol of said State, and bearing interest from date at rate of five (5) per centum per annum, payable semi-annually on the 15th day of June and December of each year until paid, which interest is evidenced by ten coupon interest notes of even date herewith and executed by said parties of the first part, one (the first) for \$106.65 due on the fifteenth day of December 1924 and nine notes for \$100.00 each, one due on the fifteenth day of June and one due on the fifteenth day of December of each year until all are paid. Notice of demand, presentment, non-payment, protest, notice of protest and appraisal waived. On default in the payment of principal and interest, or either, when due and payable, the whole of said amount to become due and payable. It is agreed that the parties of the first part may, at any time before maturity thereof, pay the whole of said debt, principal and interest, or may partially discharge same by payment of \$100.00 or any multiple thereof.

It is expressly agreed by and between said parties hereto, that this mortgage is a first lien upon said premises; that the said parties of the first part will pay said principal and interest at the times when the same fall due, and at the place and in the manner provided in said note, and will pay all taxes and assessments against said land when the same are due each year, and will not commit or permit any waste upon said premises; that the buildings and other improvements thereon shall be kept in good repair, and shall not be destroyed or removed without the consent of the said second party.

It is further agreed and understood that the said second party may pay any taxes or assessments levied against said premises or other sums necessary to protect the rights of said second party, or assigns, and recover the same from the first parties with five per cent interest, and that every such payment is secured hereby.

It is further agreed that upon the breach of warranty herein, or upon failure to pay when due, any sum, interest or principal secured herein, or any tax or assessment herein mentioned, or to comply with any requirements herein, the whole sum secured hereby shall at once and without notice become due and payable at the option of the holder hereof, and shall bear interest thereafter at the rate of ten per centum per annum; said party of the second part shall be entitled to foreclose this mortgage, according to law, and have the said premises sold and the proceeds applied to the payment of the sum secured hereby, and said parties of the first part hereby agree in the event action is brought to foreclose this mortgage, that they will pay an attorney's fee of ten per cent of the principal, above shown which this mortgage also secures.

Dated this 3rd day of June A. D. 1924

Paul R. Hurd

Betty M. Hurd

State of Oklahoma, }
Tulsa County, } SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this 5th day of June 1924, personally appeared Paul R. Hurd and Betty M. Hurd husband and wife, to me known to be the identical persons who executed the within and foregoing instrument, and