

All of Lots Six (6) and Seven (7), Block Six (6), Hackathorne Addition to the City of Tulsa according to the recorded plat thereof, with all the improvements thereon and appurtenances thereunto belonging, and warrant the title to the same.

COMPARED

This Mortgage is given to secure the principal sum of FIVE THOUSAND (\$5000.00) DOLLARS, with interest thereon at the rate of ten per cent. per annum, payable quarterly from April 15, 1924 according to the terms of one certain promissory note, described as follows, to-wit: ----- executed by the makers hereof, of even date herewith, due and payable as follows: \$5000.00 on April First, 1925 and \$0 on ----- First, 191----, to the order of the second party, with interest thereon at the rate of ten per centum per annum until due, and at the rate of ten per centum per annum after due.

The interest before maturity is further evidenced by four coupons attached to the \$5000.00 note and ----- coupons attached to the \$----- note, principal and interest payable at the place designated in said note and coupons, and said principal note and coupons being numbered 1 and up.

The parties of the first part hereby make the following special covenants to and with the said party of the second part and their assigns, to-wit:

FIRST. That said first parties will procure separate policies of insurance against fire and tornadoes, each in the sum of ----- Dollars, and maintain the same during the life of this mortgage for the benefit of the mortgagee or their assigns, and made payable to the mortgagee or assigns as his or their interest may appear.

SECOND. That the first parties will pay all taxes and assessments, whether general or special, lawfully levied or assessed on said premises, before the same become delinquent.

THIRD. That the said <sup>first</sup> parties will 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.

FOURTH. Upon any breach of the first, second or third special covenants of this mortgage hereinbefore enumerated, as well as for the failure to pay any part of the indebtedness hereby secured, either principal or interest, at the time the same become due, the holder of this mortgage may declare the entire sum or sums secured hereby due and payable, without notice, and shall be entitled to a foreclosure of this mortgage for the satisfaction thereof.

FIFTH. In case of default in payment of any insurance premium, taxes or assessments, the holder of this mortgage may pay and discharge the same, and all such sums so paid shall be secured by the lien of this mortgage and draw interest at the rate of ten per cent per annum, provided that such payments by the mortgagee shall not operate as a waiver of the right to foreclose the mortgage under the provisions of the fourth special covenant hereinbefore set out.

SIXTH. In the event of suit being brought to foreclose this mortgage by reason of any default entitling the holder hereof to a foreclosure, an additional sum of \$500.00 for Attorney's fee shall be recovered and shall be included in any judgment or decree of foreclosure and as a part of the indebtedness secured by this mortgage.

SEVENTH. The said first parties hereby waive notice of the election to declare the whole debt due in accordance with the terms of this mortgage and waive the benefit of appraisal of the premises in any judicial sale thereof at the election of the holder of this mortgage.

EIGHTH. Said mortgagors agree to pay any tax that may be assessed against this mortgage under the laws of the State of Oklahoma.

Dated this twenty-first day of April, 1924.

Attest:  
G. E. Harrison, Secy

(Corporate seal)

Southern Mill & Lumber Co.  
By W. H. Ahrens Pres. W. H. Elliott