

Thirty-five hundred and no/100 DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part, its successors or assigns forever, all that tract or parcel of land situated in the County of Tulsa and State of Oklahoma, described as follows, to wit:

The North Seventy (70) feet of the South Eighty-seven and one-half (87½) feet of Lot Ten (10), Block Five (5), North Tulsa as per the Government plat thereof,

with the appurtenances and all the estate, title and interest of the said party of the first part therein. And the said party of the first part does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, and will warrant and defend the title to the same, and that the same is free and clear of all incumbrances of whatsoever kind-----

This Grant is intended as a mortgage, to secure the payment of the sum of Thirty-five Hundred and no/100 DOLLARS payable to THE INTER-STATE MORTGAGE TRUST COMPANY at its office in Greenfield, Massachusetts, according to the terms of one certain promissory note with ten coupons attached, this day executed and delivered by the said party of the first part, to the said party of the second part; and this conveyance shall be void if such payment be made as therein specified.

But if default be made in the payment of any sum hereby secured or in default of performance of any covenant herein contained, the said first party agrees to pay to the said second party and its assigns interest at the rate of ten (10) per cent per annum on said principal note, from the date of such default to the time when the money shall be actually paid. Any payment made on account of interest shall be credited in said computation so that the total amount collected shall be and not exceed the legal rate of ten (10) per cent per annum.

The first party agrees to pay all taxes and assessments levied upon said real estate, and if not paid the holder of this mortgage may without notice elect to pay such taxes or assessments and be entitled to interest on the same at the rate allowed by law, and this mortgage shall stand as security for the amount so paid with such interest.

The said first party agrees to keep all buildings, fences and other improvements on said real estate in as good repair and condition as the same are in at this date, and shall permit no waste, and especially no cutting of timber, excepting for making and repairing fences on the place, and such as shall be necessary for firewood for the use of the grantor's family; and the commission of waste shall, at the option of the mortgagee, render this mortgage subject to foreclosure.

And the said first party agrees that in the event of the failure, neglect or refusal of said first party to insure the buildings, or to reinsure the same, and deliver the policy or policies, properly assigned or pledged to the said THE INTER-STATE MORTGAGE TRUST COMPANY, before noon of the day on which any such policy or policies shall expire, then the said second party is hereby authorized and empowered by these presents to insure or reinsure said buildings for said amount, in such company or companies as it may select, and the said THE INTER-STATE MORTGAGE TRUST COMPANY, may sign all papers and applications necessary to obtain such insurance in the name, place and stead of the said first party; and it is further agreed, in the event of loss under such policy or policies, the said second party shall have full power to demand, receive, collect and settle the same, and for that purpose may, in the name, place and stead of said first party, and as his agent and attorney in fact, sign and indorse all vouchers, receipts and drafts, that shall be necessary to procure the money thereunder, and to apply the amounts so collected towards the payment of the bond, interest coupons,