

as additional security to this loan and if the taxes or insurance premiums are not paid when due, by the party of the first part, the holder hereof may pay the same, and this mortgage shall be security also for such payments, with interest thereon at the rate of ten per cent per annum and the first party assumes all responsibility or proofs and care and expense of collecting said insurance if loss occurs.

THIRD; The said party of the first part agrees to keep all buildings, fences and improvements on said land in as good repair as they now are; and not to commit or allow any waste on said premises.

FOURTH; In case of default in any of the covenants hereof, the rents and profits of said premises are pledged to the holder hereof as additional collateral security for the payment of the moneys herein mentioned, and the holder is entitled to the possession thereof by receiver or otherwise,

FIFTH; Said party of the first part agrees that if the maker of said note shall fail to pay the principal or interest of said note or any part thereof as the same become due or any of the taxes, assessments or insurance premiums, as they become due or to comply with any of the foregoing covenants, the whole sum of money hereby secured shall at the option of the holder hereof become due and payable at once, and without notice;

The said party of the first part shall pay all expenses of collecting the insurance and in the event action is brought to foreclose this mortgage or recover on the insurance policy a reasonable attorney's fee of not less than Fifty & No/100 Dollars shall be added, which this mortgage also secured, And that the said party of the first part, for said considerations, does hereby expressly waive an appraisal of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

The foregoing conditions being performed, this conveyance to be void, otherwise of full force and effect.

IN TESTIMONY WHEREOF, The said party of the first part has hereunto subscribed her name on the day and year first above mentioned,

Executed and delivered in the presence of —

Mary M. Miller

State of Oklahoma, }

SS

Tulsa County

Before me, Dae Wade a notary public in and for said County and State, on this 1st day of December, 1922, personally appeared Mary M. Miller, single and unmarried, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein set forth.

My commission expires June 23rd, 1926 (seal)

Dae Wade, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma October 31st, 1924 at 1:00 O'Clock P. M. and recorded in Book 489. Page 336.

By Brady Brown Deputy

(seal)

O. G. Weaver County Clerk.

#271090

EO

REAL ESTATE MORTGAGE;

This Indenture, Made this 18th day of October, A. D 1924 between V. L. Lee and Anna L. Lee, husband and wife, of Tulsa, County in the State of Oklahoma, of the first part, and The First National Bank of Broken Arrow, Okla, of the second part;

Witnesseth. That the said parties of the first part, in considerations of the sum of Three hundred fifty & No/100 Dollars, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all of the following described REAL ESTATE, situated in the County