I hereby continued in more of \$1/2 and issued Recoipt Roll Continued in pastern of imminger tax on the width grant car. Jan 102 5

W. W. Stuckey, County Transport

Addition to the City of Tulsa, Oklahoma according to the amended plat thereof, the 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 Sixteen Hundred & No/100

Dollars, with interest thereon at the rate of 8 per cent per annum, payable semi-annually, from Jan 1. 1925; according to the terms of one certain promassory note described as follows, to-wit

Note executed by parties of the first part, of even date herewith, payable to party of second part, January 1st . 1928, executed by themakers hereof, of even date herewith; due and payable to the order of the second party, with interest thereon at the rate of 8 per centum per annum until due, and at the rate of ten per centum per annum after maturity,

The interest before maturity has further evidenced by six coupons attached to the principal mote, principal and interest payable at theplace designated in said note and coupons,

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

FIRST; That said parties will procure seprete policies of insurance against fire and tornadoes, each in the sum of Two Thousand and No/100 Dollars, and maintain the same during the life of this mortgage for the benefit of the mortgagee or their assigns, and make 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 alevieddor assessed on said premises before the same become delinquent

THIRD:- That the said first 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 or be used for unlawful purposes,

FOURTH: Upon any breach of the first, second or third special covenants of this mortgages hereinbefore enumerated, as well as the failure to pay any part of the indeptedness here
-by secured, either primmipal or interest, at the time the same becomes 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 thesatisfaction thereof,

FIFTH:— In case of default in payment of any insurance premium, taxes or assessments the holder of thismortgage 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 covenat hereinbefore set out;

SIXTH:- Upon any default entitling the holder hereof to a foreclosure and if the indidebtedness secured by this mortgage shall be collected by an attorney or through proceedings in any jounty, State or Federal Court, an additional sum of ten per cent per girthe amount due be shall/recovered as attorney's fees and shall be included in any judgment or degree of fore-closure as a part of the indebtedness secured by this mortgage,

BEVENTH:- In event any suit or suits are filed in any court, asserting or claiming any right, title, interest or lien adverse to the interest of the mortgagee herein, then to protect the lien of this mortgage the mortgagee or assignee may at their option derend against such suit or claim, or may purchase such outstanding claim, paying or incurring liability therefor and on account thereof such sums as may be necessary, or reasonable, including reasonable attorney fees to attorney employed for such purpose and any and all such sums so paid or expended shall be secured by this mortgage and shall be a lien upon said premises in the same manner and with the same effect and force as theoriginal note secured hereby and bearing interest at the rate of 10% per amum from date of such payment thereon, and the mortgagor agrees and covenants to te-pay all such sums to the mortgagee, andfailure to make such re-payment

489

B