

Twenty-Two Hundred and no/100 Dollars (\$ 2200.00) Dollars, the receipt whereof is hereby acknowledged do by these presents, grant, bargain, sell and convey unto said party of the second part his successors and assigns, all the following described real estate, lying, situate and being in the county of Tulsa, State of Oklahoma, to-wit;

Lots Four (4) and Five (5) Block Five (5) University
Park Addition to the City of Tulsa, according to the
Recorded Plat thereof,

To have and to hold the same, together with all and singular the tenements, hereid-
taments and appurtenances thereto belonging, or in any wise appertaining forever,

This conveyance, however, is intended as a mortgage to secure the payment of two pro-
missory notes in writing this day executed and delivered to said second party, by said first
parties one for (\$500.00) \$50.00 per month, the first of such payments being due February 2, 19
1925, and one payment being due on the 2nd day of each month thereafter until all have been
paid, said note bearing interest at 10% per annum payable monthly and one for \$1700.00 due
January 2, 1927 all payable at THE EXCHANGE NATIONAL BANK OF TULSA, Tulsa County, State of Okl-
ahoma, the last note bearing interest from date at the rate of 10 per cent per annum, payable
semi- annually, and all providing for the payment of Ten Dollars and Ten Per cent additional
as attorney's fees, in case the same be collected by legal proceedings or be placed in the hands
of an attorney for collection,

Said first parties hereby covenant that they are the owners in fee simple of said
premises and that the same are free and clear of all encumbrances, That they have good right
and authority to convey and uncumber the same and they will warrant and defend the same against
the lawful claims of all persons whomsoever, Said first parties agree to insure the Buildings
on said premises in the sum of (\$2,000.00) for the benefit of the mortgagee, its successors
and assigns and to maintain such insurance during the existence of this mortgage, Said first
parties also agree to pay all taxes and assessments lawfully assessed against said premises
before the same shall become delinquent,

Now if said first parties shall pay or cause to be paid to said second party, its
successors and assigns, said sum or sum of money in the above described notes mentioned, to-
gether with the interest thereon according to the terms and tenor of said notes and shall
procure and maintain such insurance and pay such taxes and assessments, then these presents
shall be wholly discharged and void; otherwise shall remain and be in full force and effect
If such insurance is not effected and maintained or if any and all taxes and assessments which
are or may be levied and assessed lawfully against said premises, or any part thereof, are
not paid before the same become delinquent, then the mortgage herein his successors or assigns
may effect such insurance and pay such taxes and assessments and shall be allowed interest
thereon at the rate of ten (10) per cent per annum until paid, and this mortgage shall stand
as security for all such payments and sums; and if said sum or sums of money or any part
thereof, or any interest thereon is not paid when the same become due and payable, or if such
insurance is not effected and maintained and the certificates or policies delivered to said
party, its successors or assigns, or in any taxes or assessments, are not paid before the same
shall be delinquent, the holder of said notes and this mortgage may, without notice to first
parties elect to declare the whole sum or sums and interest thereon and attorney's fees therein
provided for due and payable at once and proceed to collect said debt, interest and attorney's
fees set out and mentioned in said notes according to the terms and tenor thereof and also
all sums paid for insurance and taxes and legal assessments and interest thereon, and also to
foreclose this mortgage, whereupon the said second party, its successors and assigns, shall
become due and be entitled to the possession of said premises and shall be entitled to the rents
and profits thereof, and shall be entitled to the appointment of a receiver for the collection
of said rents and profits.