Forty-five Hundred dollars in form andcompanies satisfactory to said second party or his
representavites, and that all policies and renewals of same shall be delivered to said second
party or his representatives,

Parties of the first part and their heirs, executors, administrators and assigns, well
warrant the quiet enjoyment of the aforesaid premises to the said party of the second part,
his heirs, executors and assigns, and will forever defend the aforesaid premises against the
lawful claims and demands of all persons,

IT IS FURTHER AGREED AND UNDERSTOOD that the said second party may pay any taxes and
assessments levied against said premises or any other sum necessary to protect the rights of
such party or its assigns, including insurance upon buildings, and recover the same from the
first party with ten per cent, interest, and that every such payment secured hereby, and that
in case of a foreclosure hereof and as often as any foreclosure hereof may be filed , the
holder hereof may recover from the first party an attorney fee of ($350.00) Dollars, or such
different sum as may be provided for by said note, which shall be due upon the filing of the
petition in foreclosure and which is secured hereby, and which the first party promises and
agrees to pay, together with expense of examination, of title in preparation for foreclosure
Any expense incurred in litigation or othersiwe, including Attorney fees and abstract of title
to said premises insurred by reason of this mortgage or to protect its liens, shall be repaid
by the mortgagor to the mortgagee or assigns, with interest thereon at 10 per cent, per
annum, and this mortgage shall stand as security therefor.

AND IT IS FURTHER AGREED, that upon a breach of the warranty herein or upon a failure
to pay when due any sum interest or principal, secured hereby, or any tax or assessments,
hereinmentioned, or to comply with any requirement herein or upon any waste upon said premises
or any removal or destruction of any building or other improvements thereon, without the con-
sent of the said second party, the whole sum secured hereby shall at once and without notice
become due and payable at the option of the holder theror and shall bear interest thereafter
at the rate of ten per cent per annum, and the said party of the second part or its assigns
shall be entitled to a foreclosure of this mortgage and to have thessaid premises sold and the
proceeds applied to the payment of the sums secured hereby; and that immediately upon the filing
of the petition in forolosure the holder hearof shall be entitled to the possession of the
said premises, and to collect and apply the rents thereof, less reasonable expendintures, to
the payment oftsaid indebtedness, and for this purpose the holder hereof shall be entitled to
a reciver, to the appointment of which the mortgagors hereby consent, which appointment may
be made either before or after the decree of foreclosure, and the holder hereof shall in no
case be held to account for any rental or damage other than for rents actually received; and
the appraisementof said premises is hereby expressly waived, And all the covenants and agree-
ments herein contained shall run with the land herein conveyed.

This Mortgage and the note and coupons secured thereby, shall in all respects be
governed and construed by the laws of the State of Oklahoma;

Dated this 3rd day of January, 1925,   Gus E. Payne

Signed in the presence of   Esther P. Payne

Wm T. Calvert

STATE OF OKLAHOMA   ; TULSA COUNTY   ) SS

Before me, Wm T. Calvert, a Notary Public in and for said County and State. on this
3rd, day of January, 1925, personally appeared Gus E. Payne and wife Esther D. Payne, to me
known to be the identical persons who executed the within and foregoing instrument, and
acknowledged to me that they executed the same as their free and voluntary act and deed for
the uses and purposes set forth,

Witness my hand and official seal the day and year above written
My commission expires May 15- 1926   (seal)   Wm T. Calvert Notary Public