

Dated this 27th day of May 1924
 County of Tulsa, Oklahoma
 J. B.

and clear of all encumbrances except; **COMPAR**

(1) a certain real estate mortgage, executed November 12, 1923, by the Mortgagors to the Monarch Investment Company, for the sum of \$100,000;

(2) a certain mortgage, executed March 24, 1924, to the Central National Bank of Tulsa, Oklahoma, for the sum of \$30,000, \$10,000 of which is due in 60 days and \$20,000 due in 90 days, from date thereof, by the said mortgagors, covering the South 50ft. of Lot 6 in Block 136 of the Original Town of Tulsa, Oklahoma; and

(3) a certain mortgage, dated August 7, 1923, to Leonard Braniff for the sum of \$20,000.

The mortgagors furthermore covenant that they have good right and authority to convey and encumber said property aforesaid and that they will warrant and defend the same against the lawful claims of all persons whomsoever. Said mortgagors also agree to insure the buildings on said premises in a sum sufficient to protect the mortgage indebtedness hereby secured for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage and to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said mortgagors further expressly agree that in case of foreclosure of this mortgage and as often as any proceeding shall be taken to foreclose same as herein provided, the mortgagors will pay to the said mortgagee ten per cent of the amount of said indebtedness as attorneys' fees therefor, in addition to all other statutory fees; said fee to be paid upon the filing of petition for foreclosure and the same shall be a further charge and lien upon said premises described in this mortgage, and the amount thereof shall be recovered in said foreclosure against said property and included in any judgment and decree rendered in any action as aforesaid and collected in the same manner as the principal debt hereby secured.

The mortgagors further more agree that the mortgagee at its option may advance and pay when due any taxes, lien, judgment, assessment, insurance premium or any sum of money that in its judgment may be necessary to perfect the title of said real estate or preserve the security intended to be given by this mortgage or to obtain perfect and complete abstracts of title to said real estate and such continuations thereof as in the judgment of said mortgagee may be required at any time while any part of the debt hereby secured remains unpaid, and when so paid the same shall become a part of the mortgage debt and shall bear interest from the date of payment at the rate of ten per cent per annum. The Mortgagors also agree that if any or either of said notes or any taxes, liens, judgment, assessment, or insurance premiums is not paid when due or that there shall be a failure to comply with any and every condition or covenant of this indenture, or that any of the provisions of said notes are not kept, then the whole amount of the unpaid principal sum, together with all interest due and accrued upon the same, including all payments either for liens, taxes, assessments, judgments, insurance premium, expense of abstracts, attorneys' and solicitors' fees, costs, charges, expenses or otherwise shall at the option of the mortgagee become immediately due and payable and, thereupon, the said mortgagee shall have the right immediately to foreclose this mortgage without any notice of broken conditions and it shall be lawful for mortgagee at its option to enter into and upon the premises hereby conveyed or any part thereof and to receive all rents, issues and profits therefrom.

In case of foreclosure of this mortgage, the mortgagee shall be allowed all costs and expenses in that behalf by it incurred at any time anterior to the entry of the final decree in such suit, including attorneys' fees and the cost of abstracting title to the said premises and which sums as aforesaid shall be included in the decree entered in such foreclosure.