

part, the receipt whereof is hereby acknowledged, have Granted, Bargained and sold and by these presents do .. Grant, Bargain, Sell, and Convey and Confirm unto said party of the second part, and to its successors heirs and assigns, forever, all the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit; **COMPARED**

All of Lot Twenty-five (25) in Block Three (3) in University Heights Addition to the City of Tulsa, according to the recorded plat thereof.

with the tenements, appurtenances, and hereditaments thereunto belonging, and all the estate, title and interest of the said parties of the first part herein, together with the rents, issues and profits thereof. And the said parties of the first part do.. hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Twenty-five Hundred ---- Dollars, together with the interest thereon according to the terms of one certain promissory note executed and delivered by the said parties of the first part to the party of the second part, described as follows;

A note for \$2,500.00 of even date herewith due on the first day of June 1927 and bearing interest at the rate of eight per cent per annum payable on the first days of June and December of each year, said interest being further evidenced by six interest coupons attached to and forming a part of said principal note, one for One Hundred and Seven Dollars and five for One Hundred dollars each.

Said parties of the first part shall, while any part of said principal or interest remains unpaid, pay all taxes and assessments on said mortgaged property when they shall become due, and shall keep the buildings on said premises in good repair and insured to the satisfaction of the holder hereof in the sum of \$4500.00 and the policy in case of loss, payable to the holder as his interest may appear, whether the debt be due or not, and shall pay all interest as soon as it becomes due, and in case of failure to comply with any of these provisions, at the option of the holder hereof, such tax or assessment may be paid and such insurance effected by the holder hereof, and the amounts so paid shall be a lien on the premises aforesaid and draw interest at the rate of ten per cent per annum, payable semi-annually, from date said sums are expended, all such sums shall be secured by this mortgage and be collected in the same manner as the principal debt hereby secured.

Now, if the parties of the first part shall fail to pay or cause to be paid, any of the note or notes secured hereby, or shall fail in any of the terms of conditions of the said prior bond or mortgage, or if at any time there remains unpaid any interest, insurance premiums, taxes or assessments, after the same becomes due, or should said mortgagors commit waste on said described premises, then the said note.. and all the sums secured by this mortgage shall immediately become due and payable at the option of the holder hereof, without notice or demand and the holder hereof may at once cause this mortgage to be foreclosed and shall be entitled to recover attorney's fees in the sum of ten per cent, of the amount hereby secured, in no event less than Fifty Dollars, the said sum to be adjudged a lien upon said lands and secured by this mortgage; and shall be entitled upon the breach of any of the conditions herein to the immediate possession of the said premises and to the rents and profits thereof, and, the said mortgagors hereby covenant .. and agree .. to give peaceable possession thereof as aforesaid and in case the mortgagee or the holder of this mortgage shall institute proceedings in court to foreclose this mortgage the parties hereto agree that a receiver may be appointed by the court in preserve the same and collect the rentals and profits therefrom without regard to the question of value.