mortgaged and hereby mortgage to J. W. Adams. -- County. Oklahoma, party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

East Half of the Southeast Quarter Section Twenty-one (21), Township Twenty-one (21) North, Range Thirteen (13) E.I.M.

of the Indian Meridian, with all the Indian Meridian, with all the improvements thereon and appurtenances thereunto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of Fifteen Hundred & No/100 Dollars with interest thereon at the rate of 8 per cent per annum, payable semi-annually from date, according to the terms and at the time and in the manner provided by one certain promissory note for such interest thereto attached given and signed by the makers hereof and payable to the order of the mortgagee herein, and being for the principal sum of Fifteen Hundred & No/100 Dollars.

All sums secured by this mortrage shall be paid at Chandler, in - - Oklahoma, 3 yr. after date at the option of the holder of the notes. Privilege given mortgagors to pay  $\frac{3}{100.00}$  or any multiple thereof at any interest paying date without notice.

490

0

IT IS EXPRESSIVAGREED AND UNDERSTOOD by and between the said parties hereto, that this mortgage is a first lien upon said premises; that the parties of the first part will pay said principal and interest at the times and when the same fall due and at the place and in the manner provided in said note, and will pay all taxes and assessments against said land when the same are due each year, and will not commit or permit any waste upon said premises; that the buildings and other improvements thereon shall be kept in good repair and shall not be destroyed or removed without the consent of the said second party and shall be kept insured for the benefit of the said second party, or its assigns against loss by fire or lightning for not less than Nil Dollars, in form and companies satisfactory to gaid second party, and that all policies and renewal receipts shall be delivered to said second party. If the title to the said premises be transferred, said second party is authorized, as agent of the first party to assign the insurance to the grantee of the title.

IT IS FURTHER AGREED AND UNDERSTOOD that the said second party may pay any taxes or 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 is secured hereby; and that in case of a foreclosure hereof and as often as any foreclosure hereof may be filed, and the holder hereof may recover from the first party an attorney's fee of 150.00 Fifty Dollars, or such different sum as may be provided 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 otherwise, including attorney fees and abstract of title to said premises, incurred by reason of this mortgage, or to protect its lien, with interest thereon at Ten per cent. per annum, and this shall be repaid by the mortgagors to the mortgagee or assigns, 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 assessment herein mentioned, or to comply with any requirements herein, or upon any waste upon said premises, or any removal or destruction of any buildings or other improvements thereon, without the consent 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 hereof, 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 the

277