F. O. Cavitt, Trustee for Willis W. Winterringer and Mallia Winterringer, party of the second part, the following described real estate and premises situated in Tulea County, State of Oklahoma, to-wit:

Blocks One (1) to Twelve (12), inclusive, Reservoir Hill Addition to Tulsa, Tulsa County, Oklahoma, Except Lots Five (5) and Six, (6), in Block One (1); Lots Ten (10) and Eleven and Twelve (12), in Block Two (2); Lot Twelve (12) in Block Three (3); Lot Five (5) in Block Four (4); Lots Five (5) and Six (6), in Block Five (5); and Lots One (1), Eleven (11) and Twelve (12) in Block Six (6), and Lots Twenty (20) and Twenty-one (21) in Block Eleven (11), all in Reservoir Hill Addition to Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

This mortgage is given subject to a first mortgage lien of \$15,000.00 payable to Title Guarantee & Trust Company, of Tulsa, Oklahoma.

This mortgage is given to secure the principal sum of Twenty Thousand ## Dollars. with interest thereon at the rate of 8 per cent. per annum payable semi-annually from date according to the terms of three certain promissory notes described as follows, to-wit:

One note of Five Thousand Dollars (\$5000.00), due on or before January 1, 1925; One note of Five Thousand Dollars (\$5000.00) due on or before April 1, 1925, and one note of Ten Thousand Dollars (\$10,000.00), due on or before July 1, 1925, all of said notes to bear 8 per cent interest from date, payable semi-annually until paid, together with an attorney fee of ten per cent of each of said notes, if placed in the hands of an attorney for collection. It is understood and agreed that mortgagee herein, is under no obligation to release the above mortgage lien, until mortgagors have satisfied and caused to be released of record all liens of record to their farm, situate in Barry County, State of Missouri, which farm is this day conveyed to Willis W. Winterringer and Mallia Winterringer, Tulsa, Oklahoma.

Said first parties agree to insure the buildings on said premises for their reasonable value for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first parties agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first parties 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 mortgagor will pay to the said mortgagee Two Thousand Dollars ## Dollars as attorney's or solicitor's fees therefor, in addition to all other statutory fees; said fee to be due and payable upon the filing of the petition for foreclosure and the same shall be a further charge and lien upon said premises described in this mortgage, and the amount thereon shall be recovered in said foreclosure suit and included in any judgment or decree rendered in action as aforesaid, and collected, and the lien thereof enforced in the same manner as the principal debt hereby secured.

Now if the said first parties shall pay or cause to be paid to said second party, his heirs or assigns said sums of money in the above described notes mentioned, together with the interest thereon according to the terms and tenor of said notes and shall make and maintain such insurance and pay such taxes and assessments then these presents shall be wholly discharged and void, otherwise shall remain in full force and effect. If said insurance is not effected and maintained, or if any and all taxes and assessments which are or may be leived and assessed lawfully against said premises, or any part thereof, are not paid before delinquent, then the mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of ten per cent per annum, until paid, and this mortgage shall stand as security for all such payments; and if said sums of money r any part thereof is not paid when due, or if such insurance is not effected and maintained

490

()

()