said sum of \$300.00 first advanced thereon. And the said party of the first part, does hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritancetherein and will warrant and defend the title to the same, and that the same is free and clear of all incumbrances of whatever kind, and during the term for which this mortgage is to run, and until the note secured hereby is paid in full, party of the first part agrees to keep the buildings on said to be payable to second party, as his interest, may appear.

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This Grant is intended as a mortgage to secure the payment of the sum of ThreeHundred Ninety-Two and 70/100 (\$392:70) Dollars, payable as follows, to-wit: Four Months after the 24th day of July, 1924. according to the terms of one certain promissory note this day execut ed and delivered by the said party of the first part to the said party of the second part; and this conveyance shall be void if such payment be made as therein specified f But if default be made in such payment, or any part thereof, or interest thereon when due, or the taxes, or if the insurance is not kept in force, then this conveyance shall become absolute, and the whole shall become due and payable, and it shall be lawful for the said party of the second party of the second part his heirs, administrators or assigns at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisements hereby waived or not, at the option of the said party of the second part his heirs; administrators or assigns; and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, ondemand to the said party of the first part, her heirs and assigns:

And said mortgagor further expressly agrees that in case of foreclosure of this mortgage and as often as any proceedings shall be taken to foreclose same as hereafter provided, the mortgagor will pay to the said plaintiff One Hundred (\$100.00) Dollars as a reasonable attorney's or solicitor's fee therefor, in addition to all other legal costs and statutory fees, said fee to be due and payable upon the filing of petition for foreolosure, and the same shall be a further charge and lien upon the said premises described in this mortgage, and the amount thereof shall be recovered in said foreclosure suit and included in any judgment or decree rendered in any action as aforesaid, and collected and the lien thereof enforced in the same manner as the principal debt hereby secured.

In case of a failure of the party of the first part to pay taxes, insurance and all assessments on said property, the party of the second part may pay the same and the amount thereof shall be added to and deemed a part of the principal sum and bear the same rate of interest.

In Witness Whereof, The said party of the first part has hereunto set her hand and seal the day and year first above written.

> (SEAL) Gertrude Dillard

Signed, sealed and delivered in presence of

SOMPARUD

State of Oklahoma , County of Tulsa, ss.

Before me, Ruth Canaday, a Notary Public, in and for said County and State, on this 24th day of July, 1924 personally appeared Gertrude Dillard, a widow, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seale the day and date last above manied. Ruth Canaday, Notary Public. My Commission expires Apl.16,1928 (Seal)

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