

Lot ten (10) in block seven (7) in and of Hillcrest addition to the City of Tulsa, according to the recorded plat thereof, with all improvements thereon and appurtenances, thereunto belonging, and warrant the title to the same.

And 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 described, and are seized of a good and indefeasible estate of inheritance therein and will warrant and defend the same to the second party, its assigns, successors and representatives, and that the same is free and clear of all incumbrances of whatever nature or kind, save and except the mortgages recorded in Tulsa County, Oklahoma, against the same.

This grant is intended as a mortgage to secure the payment of the sum of \$3442.46, payable as follows, to-wit: \$100.00 due September 5th, 1924, \$100.00 due October 5th, 1924, \$100.00 due November 5th, 1924, \$1000.00 due December 5th, 1924, \$250.00 due January 5th, 1925, \$250.00 due February 5th, 1925, \$250.00 due March 5th, 1925, \$250.00 due April 5th, 1925, \$250.00 due May 5th, 1925, \$250.00 due June 5th, 1925, \$250.00 due July 5th, 1925, \$250.00 due August 5th, 1925, and \$142.46 due September 5th, 1925, according to the terms of one promissory note this day executed and delivered by the parties of the first part to said party of the second part, said note providing for payments to be made thereon as above set forth, together with the interest thereon, and parties of the first part, as a part of this mortgage, further agree that time shall be and is hereby made of the essence of this mortgage, and that in the event the first parties should fail to pay said note, or any payment maturing thereon according to the terms thereof, or any interest thereon, when the same is made due and payable, then that the holder of said note and this mortgage shall have the right to declare said entire principal sum, and the interest thereon, due and payable, and shall have the right to foreclose this mortgage. It is agreed that this conveyance shall be void if such payments as are provided in said note be made as therein provided for. Parties of the first part, for the consideration herein expressed, hereby waive appraisal of said real estate and premises.

And the mortgagors further expressly agree that in case of foreclosure of this mortgage, and as often as any proceedings shall be taken to foreclose the same, as herein provided, the mortgagors will pay to the plaintiff in such action a reasonable sum as attorney's fees for such foreclosure, in addition to all other legal costs said attorney's fee to be due and payable upon the filing of petition for foreclosure, 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 failure of the parties of the first part to pay taxes, and all assessments on said property, the holder of this mortgage and of said notes may pay the same and the amount thereof shall be added to and deemed a part of the principal and secured hereby and shall bear the same rate of interest.

In witness whereof, the said parties of the first part have hereunto set their hands and seals the day and year herein written, to-wit: the 31st day of July, 1924,

P. R. Chapman,  
Mabel E. Chapman.

State of Oklahoma )  
County of Tulsa ) SS

Before me, Don P. Maroney, a notary public, in and for said County and State on this 31st day of July, 1924, personally appeared P. R. Chapman and Mabel E. Chapman husband and wife, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they each executed the same as their free and