

Filed for record in Tulsa County, Okla. on Sept. 8, 1924, at 3:00 P.M. recorded in book 491, page 497. Brady Brown, Deputy.

(SEAL) O.G. Weaver, County Clerk.

266848 - BH

MORTGAGE.

For the consideration of six hundred and no/100 dollars, William R. and Lena L. Frick, husband and wife, of Collinsville, Tulsa County, State of Oklahoma, first parties, do hereby mortgage and convey to First National Bank of Collinsville, Okla. second party, successors and assigns, the following real estate situated in Tulsa County, State of Oklahoma, described as follows, to-wit: The south forty feet of the east seventy five feet of lot one (1) in block seventy one (71) of the City of Collinsville, Okla. according to the original survey. Together with all rents and profits therefrom and all improvements and appurtenances now or hereafter in anywise belonging thereto, and the said first parties do hereby warrant the title thereto against all persons whomsoever.

This mortgage is given as security for the performance of the covenants herein, and the payment to the said First National Bank, successors and assigns, the principal sum of six hundred dollars on the 18th day of February, 1925, with interest thereon at the rate of 10 per cent per annum until maturity and at ten per cent per annum after maturity, said interest to be paid semi-annually, principal and interest payable at First National Bank in Collinsville, Oklahoma, according to the conditions of the one promissory note of the said William R. and Lena L. Frick, for said amount, made and delivered unto said second party, of even date herewith, and due as above stated.

The said first parties shall not commit or suffer waste; shall pay all taxes and assessments upon said described real property; and any taxes or assessments made upon said loan or the legal holder of said note and mortgage on account of said loan, to whomsoever assessed, including personal taxes, before delinquent; shall keep the buildings thereon insured to the satisfaction of said second party, for at least six hundred dollars, delivering all policies and renewal receipts to said second party, its successors and assigns; and upon satisfaction of this mortgage will accept from the mortgagee a duly executed release of the same, have it recorded, and pay the cost of recording.

A failure to comply with any of the agreements herein shall cause the whole debt secured to at once become due and collectible, if said second party or assigns so elect, and no demand for fulfillment of conditions broken, nor notice of election to consider the debt due shall be necessary previous to commencement of suit to collect the debt hereby secured or any part thereof, or to foreclose this mortgage; and if suit is commenced to foreclose this mortgage the second party, its successors and assigns, shall be entitled to have a receiver appointed to take charge of said real state during such litigation and period of redemption from sale thereunder, accounting to the mortgagor for the net income only, applying the same in payment of any part of the debt secured hereby remaining unpaid.

All money paid by said second party, its successors and assigns, for insurance, taxes or assessments upon said property, and expense of continuation of abstract, and all expenses and attorney's fee incurred by said second party, and assigns by reason of litigation with third parties to protect the lien of this mortgage shall be recoverable against said first parties with penalties upon tax sales, and shall bear interest at the rate of ten per cent per annum, payable semi-annually, and be secured by this mortgage.

And in case of foreclosure hereof said first parties hereby agree to pay the sum of sixty and no/100 dollars, attorney's fees in such foreclosure suit, to be secured by this

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COMPARED BY

and