

made to J. M. Peterson, bearing 7% interest per annum, payable semi-annually, and \$15.00 and 10 per cent of the amount due as attorneys fees in case same is placed in the hands of an attorney for collection.

Said first parties hereby covenant that they are the owners in fee simple of said premises and that they are free and clear of all incumbrances except, a first mortgage loan of \$3500.00, due Sept. 19th, 1926, and a second mortgage for \$1800.00 principal due \$50.00 monthly. That they have good right and authority to convey and encumber the same and they will warrant and defend the same against the lawful claims of all persons whomsoever. Said first parties agree to insure the buildings on said premises in the sum of \$4000.00 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.

Now, if said first parties shall pay or cause to be paid to said second party, his heirs or assigns, said sum 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 such insurance is not effected and maintained or if any and all taxes and assessments which are or may be levied 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 seven per cent per annum until paid, and this mortgage shall stand as security for all such payments; and if said sum or sums of money or any part thereof is not paid when due, or if such insurance is not effected and maintained, or any taxes or assessments are not paid before delinquent, the holder of said notes and this mortgage may elect to declare the whole sum or sums and interest thereon due and payable at once, and proceed to collect said debt including attorneys fees and to foreclose this mortgage, and shall become entitled to the possession of the said premises.

Said first party waives notice of election to declare the whole debt due as above stated, and also the benefit of stay, valuation or appraisement laws.

In witness whereof, the said parties of the first part have hereunto set their hands the day and year first above written.

J. W. Peterson,
Martha Peterson.

State of Oklahoma)
County of Tulsa) SS Before me, a Notary Public, in and for said County and State on this the 26th day of September, 1924, personally appeared J. W. Peterson and Martha Peterson, his wife, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal, this the day and year last above written.

(SEAL) Virginia Owen, Notary Public.

My commission expires January 22, 1927.

Filed for record in Tulsa County, Okla. on Sept. 26, 1924, at 2:40 P.M. recorded in book 491, page 621, Brady Brown, Deputy.

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

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COMPARED BY
P. S. and J. M.