

terms of one certain promissory note dated July 26, 1924, and of substantially the following tenor:

\$4,200.00

Tulsa, Oklahoma, July 26, 1924.

For value received, I, we, or either of us promise to pay to the order of John B. Jameson the sum of Four Thousand Two Hundred Dollars (\$4,200.00) in installments of Three Hundred Dollars (\$300.00) per month; said installments to be paid on or before the 26th day of each and every month hereafter beginning the 26th day of September, 1924. Deferred payments to bear interest at the rate of 8 per cent per annum from date until paid; interest payable on each installment at due date thereof. If any of said installments become delinquent the entire unpaid balance shall at once become due and payable at option of the holder. Negotiable and payable at the Exchange Nat'l Bank, Tulsa, Okla. This note is secured by mortgage executed this day.

The makers and endorsers hereby severally waive presentment for payment, notice of non-payment, protest, and agree that extensions of time for payment may be granted by the holders hereof without notice. In case of legal proceedings to collect this note, or in case this note is handed to an attorney for collection, I, we, or either of us, agree to pay ten per cent of the total amount herein, additional as attorney's fees. Maker shall have the right to pay any multiple of the installment at any installment payment date.

W. E. Rohds, Secty

Keystone Gasoline Company,  
By T. C. Hughes, President

P.O. Address 206 Cole Bldg.  
Tulsa, Okla.

Said mortgagor hereby covenants, represents and states that said mortgaged property is now owned by said mortgagor, and that said mortgaged property and every part thereof is free and clear from all liens or encumbrances of any kind, and that said property is now in the County of Tulsa, State of Oklahoma and in actual possession and control of said Mortgagor; that it has good right and authority to mortgage and encumber the same, and that it will warrant and defend the same against the claims of all persons whomsoever.

The mortgagor agrees to pay all taxes and assessments lawfully assessed on said premises before delinquent and to keep up all improvements and not to permit waste or allow waste to be committed on the premises.

The mortgagor further expressly agrees that in case of foreclosure of this mortgage and as often as any proceeding shall be taken to foreclose, to pay to the mortgage ten per cent. (10%) of the amount of said note as attorneys' fees in addition to all other statutory fees, and that this mortgage also secures the payment of said fees: provided, that this mortgage is foreclosed by an attorney of record of this state, and the name of such attorney as attorney appears on the notice of sale.

In case said mortgagee shall at any time thereafter feel unsafe or insecure he shall be entitled to, and may take possession of said mortgaged property at the expense of said mortgagor until the payment of said note or notes, or performance of the act for the performance of which this mortgage is security. If however, said mortgagee shall not take possession of said property for the reason aforesaid, the said mortgagor shall retain possession and control, and have the ordinary use and benefit of said mortgaged property at his own expense as the owner thereof, until default, or until a breach of one or more of the conditions of this mortgage, which are agreed upon by the parties hereto as follows:

1st. Said mortgagor shall keep the actual possession and control of said property.

2nd. Said mortgagor shall use reasonable care and prudence to preserve and keep all of said property in good condition.

3rd. The increase, if any, of said property shall remain with and be deemed a part of said mortgaged security, and subject to the lien of this mortgage.