

The East Forty-five (45) feet of Lots numbered Ten (10) and Eleven (11) in Block numbered Three (3) in Boswell's Addition to the city of Tulsa according to the recorded plat thereof.

TO HAVE AND TO HOLD, The said described premises, with all and singular the use, incomes, rents, profits, hereditaments and appurtenances belonging or appertaining thereunto, all of which are hereby transferred and assigned to second party as security for said indebtedness, and expressly waiving all rights of dower, homestead and exemption of the said party of the first part, their heirs, executors, administrators, or assigns therein, unto the said party of the second part, and to its successors or assigns, forever, and all rights of redemption from foreclosure or execution sale for the debt secured hereby, are hereby waived.

NEVERTHELESS, This instrument is executed and delivered upon the following conditions, to-wit:

That if the said party of the first part, their heirs, executors, administrators or assigns, shall well and truly pay or cause to be paid to the said party of the second part, its successors or assigns, the principal sum of Three Thousand and No/100 Dollars (\$3000.00) with interest thereon, at the office of the said party of the second part in Denver, Colorado, according to the tenor and conditions of a certain FIRST MORTGAGE BOND of even date herewith, for the sum and interest, executed and delivered by the said party of the first part to the said party of the second part, coterminously with this instrument.

AND, Shall pay all taxes and assessments of whatever kind that may be levied and assessed at any time upon said premises, or upon this mortgage or bond secured hereby, or against the legal holder of said bond on account of this mortgage or the bond secured hereby, when the same shall become due, and pay or cause to be paid as they fall due the monthly installments on all shares of stock carried or owned by party of the first part, or deposited with party of the second part as collateral security to said loan, and procure, keep in force, and deliver to said party of second part such policies of insurance, and in such amounts, as are satisfactory to it, against loss by fire, tornadoes, cycloes and windstroms, upon the buildings on said premises, with mortgage clause acceptable to party of the second part thereto attached making the loss, if any, payable to party of the second part, and all policies in force or issued upon said buildings while this mortgage is in force thereon shall be approved by and delivered to said party of the second part, and have its mortgage clause attached thereto, making the loss, if any, payable to party of the second part, and shall put, keep and maintain the buildings and all other improvements now on said premises or hereafter placed thereon, in good repair at all times and shall commit or suffer no waste or nuisance thereon, nor allow said premises to go unoccupied, and shall permit said party of the second part, by its officers and agents, to go upon said premises and repair the same whenever they deem it necessary, and in case said premises are left unoccupied, or in case of default in the performance of any of the conditions, in said first mortgage bond or herein contained, to take possession of and rent the same and collect the rents and incomes thereof and apply same upon the indebtedness secured hereby, and do such acts as may to them seem best for the protection of said property and the interests of party of the second part therein, and shall fully comply with and perform all the covenants and agreements herein contained, then this mortgage shall be void.

BUT, If and as often as default be made in the performance of any of the conditions, covenants and promises herein contained, on the part of the said party of the first part, at the time and in the manner herein provided, then in either or any such case the whole principal sum secured by this instrument then remaining unpaid, and the interest and fines accrued thereon according to the terms and conditions of said FIRST MORTGAGE BOND executed by the said party of the first part, bearing even date herewith and hereinbefore referred to, shall

RECORDED BY
CC

403