

The Southeast Quarter (SE $\frac{1}{4}$) of the Northeast quarter (NE $\frac{1}{4}$) and the Southwest quarter (SW $\frac{1}{4}$) of the northeast quarter (NE $\frac{1}{4}$) of the northeast quarter (NE $\frac{1}{4}$) of Section 26, Township 20 North, Range 13 East less the streets dedicated in said land being otherwise described as follows: Lots numbered twenty five to forty-four inclusive in Aerial Heights Second Addition, a subdivision, Tulsa County Oklahoma according to the recorded plat thereof.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining forever.

This conveyance is intended as a mortgage to secure the payment of three certain promissory notes of even date herewith. One note for \$1000.00 due on or before one year after date; one note for \$1000.00 due on or before two years after date; and one note for \$2000.00 due on or before three years after date. All of said notes to bear interest at the rate of 7% per annum payable semi-annually from date until due. Grantors reserve the privilege of paying \$400.00 or any multiple of said sum at any time, and second party agrees for herself, her heirs, or assigns, that one lot to be selected by first parties their heirs or assigns, shall be released from the operation of said mortgage for each and every \$400.00 paid by first parties, and said payment to be credited on the note next due, made to Etta M. DeVinna or order, payable at Tulsa with seven (7) per cent interest per annum, payable semi-annually and signed by R. C. Yadon and Grace Yadon, his wife.

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 mortgage for \$5000.00 due Ewing Halsell now reduced to \$3000.00.

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 \$none 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.

Said first parties further expressly agree that in case of foreclosure of this mortgage, and as often as any proceeding shall be taken to foreclose same as herein provided, the mortgagor will pay to the said mortgagee \$10.00 and 10% of unpaid balance as attorney's or solicitor's fees therefor, in addition to all other statutory fees; said fee to be due and payable upon the filing of the petition for foreclosure and the same shall be a further charge and lien upon said premises described in this mortgage, and the amount thereon shall be recovered in said foreclosure suit and included in any judgment or decree rendered in action as aforesaid, and collected, and the lien thereof enforced in the same manner as the principal debt hereby secured.

Now if the said first parties shall pay or cause to be paid to said second part her heirs or assigns said sums of money in the above described notes mentioned, together with the interest thereon according to the terms and tenor of said note 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 said 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 mortgage may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of ten per cent per annum, until paid, and this mortgage shall stand as security for all such payments; and if said sums of money or any part thereof is not paid when due, or if such insurance is not effected and maintained