

This mortgage is given to secure the performance of the covenants herein and the payment to The Central National Bank of Tulsa of the principal sum of Thirty Five Hundred 00/100 Dollars with interest thereon at the rate of 6 per cent per annum, payable - - according to the terms of One certain promissory note described as follows, to-wit:

One note in the amount of \$3500.00 dated May 4, 1925, due in 90 days, payable to the Central National Bank of Tulsa, signed by T. J. O'Brien and Agnes S. O'Brien.

This mortgage also secures any and all renewals and extensions of said note, or any part thereof, and all sums, present or future, owing by the mortgagors, or either of them, to the mortgagee, prior to the release of this mortgage.

PROVIDED ALWAYS, That this instrument is made, executed and delivered upon the following conditions, to-wit:

That said first parties hereby covenant and agree to pay all taxes and assessments on said land when the same shall become due and to keep all improvements in good repair and not to commit or allow waste to be committed on the premises, and to insure, and keep insured in favor of second party, buildings on said premises for the sum of \$3,500.00

In the event said parties of the first part fail - to insure said buildings or to pay the taxes and assessments on the land before delinquent, then party of the second part, its successors or assigns, may insure said property and pay such taxes and assessments, and the money expended therefor shall be secured by this mortgage and bear interest from the date of payment by the second party at the rate of ten per cent per annum, payable semi-annually.

It is further expressly agreed, by and between the parties hereto that if any default be made in the payment of the principal sum of this mortgage, or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and said second party shall be entitled to the immediate possession of the premises and all rents and profits thereof as additional collateral security. To which end the mortgagee shall be entitled, and the mortgagor hereby consents to and waives notice of the application for, the appointment of a receiver, either at the time of, or after the commencement of such action, the mortgagee and such receiver to be in no event held to account for any rentals or damages other than for rents actually received; the mortgagor hereby waiving any and all damages arising by reason of the taking of said premises into possession as aforesaid, and any and all damage or liability that may occur to said property while in possession of said mortgagee or such receiver.

Said parties of the first part hereby agree that in the event action is brought to foreclose this mortgage they will pay all expenses of collection including a reasonable attorney's fee of Three Hundred and Fifty 00/100 Dollars which this mortgage also secures, and which shall be due upon the filing of the petition in foreclosure.

No waiver of any default hereunder shall affect or be deemed a waiver of any other default.

Parties of the first part, for said consideration do hereby expressly waive appraisal of said real estate and all benefits of the homestead, exemption and stay laws in Oklahoma.

Dated this 4th day of May 1925.

T. J. O'Brien

Agnes S. O'Brien

STATE OF OKLAHOMA,

County of Tulsa. ss.

RECORDED IN
704 and 228