

Said first party hereby covenants that it is the owner in fee simple of said premises and that they are free and clear of all incumbrances.

That it has good right and authority to convey and encumber the same, and it will warrant and defend the same against the lawful claims of all persons whomsoever.

The privilege is expressly reserved to first party of paying \$160. with accrued interest on such amount from the last date of interest payment, or in like manner any multiple of \$160. and to have any one or more lots of block released in full of all claims of second party, with specific understanding that all such lots may be so released from this mortgage excepting only the last two to release which the balance due on this mortgage shall be paid in full.

Said first party agrees to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first party further expressly agrees that in case of foreclosure of this mortgage, and as often as any proceeding shall be taken to foreclose same as herein provide the mortgagor will pay to the said mortgagee 10% of judgment secured as attorney's or solicitor's fees therefor, in addition to all other statutory fee; 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} party shall pay or cause to be cause to be paid to said second party his heirs or assigns said sum \$3200.00 of money in the above described note 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 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 pay such taxes and assessments and shall be allowed interest thereon at the rate of eight 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 or any taxes or assessments are not paid before delinquent, the holder of said note 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 attorney's fees, and to foreclose this mortgage, and shall become entitled to possession of said premises.

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

IN WITNESS WHEREOF, said party of the first part has hereunto set its hand the day and year first above written.

(Corporate Seal)

ATTEST: R. Y. Stevens, Secretary.

STATE OF OKLAHOMA,

COUNTY OF TULSA.

} SS.

PETROLEUM STATES INVESTMENT COMPANY

By Fayette Copeland, President.

Before me, W. C. Williamson, a Notary Public in and for said County and State, on this 15th day of May, 1925, personally appeared Fayette, Copeland to me known to be the identical person who executed the the above instrument as its president, and acknowledged to me that he executed the same as his free and voluntary act and deed and

COMPALED BY
FAYETTE COP
5/15/25