

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

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This conveyance is intended as a mortgage to secure the payment of one promissory note of even date herewith. One for \$ Attached and made part of this mortgage due-19-- made to --- or order, payable at --- with per cent interest per annum, payable semi-annually and signed by ----

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 1st Mtg. Home Bldg. & Loan originally \$1500.00

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 --- 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 an proceeding shall be taken to foreclose same as herein provided, the mortgagor will pay to the said mortgage 10% and ten and no/100 Dollars as attorney's or solicitor's fees there for, 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 their heirs or assigns said sum 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 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 10% 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 parties waive notice of election to declare the whole debt due as above and and also the benefit of stay valuation or appraisement laws.

IN WITNESS WHEREOF, said parties of the first part have hereunto set their hands the day and year first above written.

J. H. Haney

Bertha Haney

State of Oklahoma, Tulsa County, S.

Before me the undersigned a Notary Public in and for said County and State, on this 3rd day of September 1924 personally appeared J. H. Haney and his wife Bertha Haney to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my official hand and seal the day and year above set forth.

My commission expires Jan 9-1928 (Seal) R. C. Holloway, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma on Sept 3rd, 1924 at 12.00 oclock M. in Book 493 page 98

Brady Brown, Deputy

(Seal)

O. G. Weaver, County Clerk