

cribed real estate and premises, situate in the County of Tulsa, State of Oklahoma, to-wit: Lot number Nine (9) in Block One (1), in Earns Addition to the City of Tulsa, Tulsa County, Oklahoma; Subject, however, to the lien of that certain first mortgage covering the property above described, executed and delivered by said parties of the first part, to and in favor of said party of the second part, dated May 23, 1923, and recorded in the office of the County Clerk of Tulsa County, Oklahoma, in Book 457 page 54; with all the improvements thereon and appurtenances thereunto belonging, and warrant the title to the same.

This mortgage is given to secure a loan of Nine Thousand (\$9,000.00) Dollars this day made by said party of the second part to said parties of the first part, evidenced by the note and contract or obligation of said Myrtle A. Earns and H. A. Earns of even date herewith, conditioned to pay said Association on or before the last business day of each and every month until eighty-four (84) monthly payments have fallen due and been paid, the sum of One Hundred Forty-four and 54/100 (\$144.54) Dollars (which is made up of the sum of One Hundred Seven and 10/100 (\$107.10) Dollars as installments of principal, and Thirty-seven and 44/100 (\$37.44) Dollars as installments of interest upon said loan), and to secure all other covenants and conditions in said note and contract set forth, reference to the same being hereby expressly made.

It is expressly agreed and understood by and between the said parties hereto that this mortgage is a first lien upon said premises, that the said parties of the first part will pay the said installments of principal and interest when the same fall due and at the place and in the manner provided in said note and contract, and will pay all taxes and assessments against said land and premises when the same are due each year, and will not commit or permit any waste upon said premises; that the buildings and other improvements thereon shall be kept in good repair and shall not be destroyed or removed without consent of said second party, and shall be kept insured for the benefit of said second party, or assigns, against loss by fire or storms in the sums respectively set out in said note and contract, in form and companies satisfactory to second party, with loss under said policies payable to said second party, and that all policies and renewals of same shall be delivered to said second party. If the title to said premises be transferred, said second party is authorized as agent of the first party to assign the insurance to the grantees of the title.

It is further agreed and understood that said second party may pay any taxes and assessments levied against said premises or any part thereof, or any other sum necessary to preserve the priority of the lien of this mortgage and to protect the rights of such party or its assigns, including insurance upon buildings, and recover the same from the first party, with ten per cent, interest, and that any such payment shall be secured hereby the same as if specifically described herein; and that in case of a foreclosure hereof, and as often as any foreclosure hereof may be filed, the holder hereof may recover from the first party an attorney's fee equal to ten per cent of the total amount for which such foreclosure is filed or had, which shall be due upon the filing of the petition in foreclosure, and which is secured hereby, and which the first party promises and agrees to pay, together with all costs, including expenses of examination of title in preparation for foreclosure. any expense incurred in litigation or otherwise, including attorney's fees and an abstract of title to said premises, incurred by reason of this mortgage, or to protect its lien, shall be repaid by the mortgagors to the mortgagee, or assigns, with interest thereon at ten per cent, per annum, and this mortgage shall stand as security therefor.

It is further agreed that upon a breach of the warranty herein or in the event of default in payment of installments of principal and interest for the space of three months,

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FORWARDED BY  
P. S. and J. M.