

Hardy Trammell and J. B. Trammell of Tarrant County, State of Texas, parties of the first part, and W. J. Bailey of Tarrant County, State of Texas, party of the second part;

Witnesseth, that said parties of the first part in consideration of the sum of thirty five thousand dollars (\$35000.00) the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part his heirs and assigns, all of the following real estate situated in Tulsa County, State of Oklahoma to-wit:

Its nine (9) and ten (10) in block five (5) Maple Ridge addition to the City of Tulsa, 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, one promissory note of even date herewith, for thirty five thousand dollars (\$35000.00) due on or before six months from date, payable to W. J. Bailey or order at E. and M. National Bank, Ft. Worth, Texas, with interest at the rate of seven per cent (7%) per annum payable semi-annually and signed by Pearl Hardy Trammel and J.D. Trammel.

Said first parties hereby covenant that Pearl Hardy Trammell is owner in fee simple of said premises and that they are free and clear of all incumbrances, That he has good right and authority to convey and encumber the same, and she will warrant and defend the same against the lawful claims of all persons whomsoever. 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 ten (10%) per cent of the amount due as attorney'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 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 party, his 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 mortgagee 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 be entitled to possession of said premises.

Said first parties waive 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, parties^{ies} of the first part have hereunto set their hands the day and year first above written.