

the receipt whereof is hereby acknowledged, have granted, bargained, and sold, and by these presents do grant, bargain, sell and convey and confirm unto said party of the the second part, and to its successors and assigns, forever, all the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit:

The west thirty (30) feet of the east sixty (60) feet of the north ninety (90) feet of lots twenty three and twenty four (24) in block two (2) of Rosedale addition to the City of Tulsa according to the recorded plat thereof.

with the tenements, appurtenances, and hereditaments thereunto belonging, and all the estate, title and interest of the said parties of the first part herein together with the rents, issues and profits thereof. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

This grant is intended as a mortgage to secure the payment of the sum of fifteen hundred dollars, together with the interest thereon according to the terms of one promissory note, executed and delivered by the said parties of the first part to the said party of the second part described as follows: A note for \$1500.00 of even date herewith, due and payable October 1st, 1927, with interest thereon at the rate of eight percent per annum until due, and at the rate of ten per cent per annum after maturity until paid. The interest before maturity is further evidenced by six coupons attached to said principal note numbered one to six inclusive and due on the first days of April and October of each year, bearing interest after maturity at the rate of ten per cent per annum until paid.

Said parties of the first part shall, while any part of said principal or interest remains unpaid, pay all taxes and assessments on said mortgaged property, when they shall become due, and shall keep the buildings on said premises in good repair and insured to the satisfaction of the holder hereof in the sum of \$1500.00 and the policy in case of loss, payable to the holder as his interest may appear, whether the debt be due or not, and shall pay all interest as soon as it becomes due, and in case of failure to comply with any of these provisions, at the option of the holder hereof, such tax or assessment may be paid and such insurance affected by the holder hereof, and the amounts so paid shall be a lien on the premises afore said and draw interest at the rate of ten per cent per annum payable semi-annually, from date said sums are expended, and such sums shall be secured by this mortgage and be collected in the same manner as the principal debt hereby secured.

Now, if the parties of the first part shall fail to pay or cause to be paid, any of the notes or notes secured hereby, or shall fail in any of the terms or conditions of the said prior bond or mortgage, or if at any time there remains unpaid any interest, insurance premiums, taxes or assessments after the same becomes due, or should said mortgagors commit waste on said described premises, then the said note and all the sums secured by this mortgage shall immediately become due and payable at the option of the holder hereof, without notice or demand and the holder hereof may at once cause this mortgage to be foreclosed and shall be entitled to recover attorneys' fees in the sum of ten per cent of the amount hereby secured, in no event less than fifty dollars, the said sum to be adjudged a lien upon said lands and secured by this mortgage; and shall be entitled upon the breach of any of the conditions herein to the immediate possession of the said premises and to the rents and profits thereof, and the said mortgagors hereby covenant and agree to give peaceable possession thereof as afore said and in case the mortgagee or the holder of this mortgage shall institute proceedings in court to foreclose this mortgage the parties hereto agree that

COMPARED BY
P. S. and J. K.