

Thence north, 25 degrees 30 minutes east, a distance of 603.6 feet. Thence south 66 degrees 30 minutes east, a distance of 369.7 feet to a point on said center line. Thence south, 7 degrees, 30 minutes west, a distance of 448.8 feet to a point of beginning, containing 7.5 acres, more or less. All of the above described land being in township twenty (20) north, range thirteen (13) east of the 1<sup>st</sup> M. 7.5 acres, being deeded to the City of Tulsa, Oklahoma, being the 7.5 acre tract above described and excepted. Whereas the lands in sections twenty one and twenty seven are leased for coal mining purposes, and <sup>about</sup> ~~about~~ fifteen acres of the land in section twenty seven is now mined for coal. It is agreed that if any more of said acreage is so mined, the mortgagors will pay on this mortgage the sum of one thousand dollars for each ten acres, or <sup>fraction</sup> ~~part~~ thereof, so used. It being further agreed that the east thirty five acres of the land in section twenty seven, and the land in section twenty two are not coal bearing land and will not be used. -- of the Indian Meridian, containing 212.5 acres, more or less, according to Government survey; together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, and all the rights of homestead. To have and to hold, the said premises, to the proper use and benefit of the said party of the second part, its successors and assigns forever. And I hereby covenant with the said Finerty Investment Company, that I hold said premises by good and <sup>per</sup> ~~per~~fect title; that I have good right and lawful authority to sell and convey the same; that they are free and clear of all liens and incumbrances whatsoever. And I covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever. Provided, always, and these presents are upon the express condition, that if the said first parties, their heirs, executors, administrators, or assigns, shall pay to the said Finerty Investment Company, its successors or assigns, the principal sum of eight thousand dollars, on the first day of November, nineteen hundred and thirty one, with interest on the said principal sum at the rate of six per cent per annum, payable annually, on the first day of November, nineteen hundred and twenty five, and annually thereafter, both principal and interest payable at the office of Finerty Investment Company, in Oklahoma City, Oklahoma, according to the terms of one certain promissory note or bond, of even date herewith, with coupons for interest attached thereto, and also pay all taxes, and other assessments on said premises, during the continuance of this mortgage, before any of said taxes shall become delinquent, and shall pay said interest coupons as the same mature, and keep the buildings, fences, and other improvements on said premises in as good condition as at this date, and shall keep the said buildings insured in the sum of \$~~8000~~, for the use and benefit of the party of the second part, and its assigns, and said principal sum and interest are fully paid; then and in that case only these presents shall be void; otherwise to remain in full force and effect: Provided also, that on default in payment of any part of said principal, or interest, or taxes, as the same shall become due, or upon failure of said party of the first part to keep the buildings, fences and improvements on said premises in good repair, or to keep said buildings so insured as herein provided, or to deliver the policies of insurance to second party or its assigns, then the whole of the money hereby secured shall become payable immediately upon such default or failure, at the option of the party of the second part or its assigns. The party of the second part is expressly authorized to pay <sup>any and</sup> all sums necessary to protect the title to said premises, and to keep the same free from other liens of whatever nature, including attorney's fees in all actions attacking such title or the validity of this mortgage. And said parties of the first part hereby promise and agree to and with <sup>the</sup> said Finerty Investment Company, its successors and assigns, to pay the taxes, money and interest, on the days hereinbefore specified; to keep the buildings, fences, and other improvements on said premises in good repair, and said buildings insured during the continuance of this mortgage, in the sum of \$~~8000~~ - - dollars, for the benefit of the said second party and its assigns, to deliver