

evidenced by Three certain promissory notes of even date herewith, executed by the said parties of the first part, and payable to the order of the party of the second part, as follows, to-wit:

498

One note for One Hundred ten and no/100 Dollars, due December 22nd 1924, and Two others for One Hundred Fifty and No/100 Dollars, each due on the first day of May 1st, 1925 and Nov. 1st 1925.

The said parties of the first part hereby expressly agree to pay each of said notes when the same become due, according to the terms of said notes, and to pay the interest on the sum secured by said prior mortgaged when the same falls due according to the terms thereof; to pay taxes and assessments against said land when the same are due and payable; and the said party of the second part or its assigns to expressly authorized to pay any and all sums necessary to protect the title to the said premises, or to keep the same free from other liens of whatever nature, including attorneys fees in all actions attacking such title, or the validity of this mortgage, and if said prior mortgage be assigned in trust or otherwise to another than the second party, then any part of principal or interest secured thereby, which may be paid or advanced, taken up, held or owned by said second party, and any other sum paid, as authorized, shall be a further lien upon said land, and be secured hereby together with interest thereon at ten per cent per annum from date of such payments and may be included in any judgment or decree entered hereon; and in case of a foreclosure of this mortgage to pay an attorney fee of Fifty Dollars to be due upon the filing of the petition in foreclosure, and which is secured hereby the same as said notes, And in case of a failure to pay any of said notes when the same is due, or to pay any interest on the notes secured by said prior mortgage when it is due, or to pay any tax or assessment levied against said land when the same is due or to perform any of the covenants or agreements in said prior mortgage, the whole of the notes hereby secured shall at once, at the option of the holder thereof, become due and payable, and such holder shall be entitled to a foreclosure of this mortgage and to have the said premises sold and the proceeds applied to the payment of the sums secured hereby, and in case of any such foreclosure any interest upon the note or notes secured by said prior mortgage at the time paid, advanced, held or owned by the holder hereof shall be included in such foreclosure, and is secured hereby in the same manner as said notes. And any sum paid by the holder hereof in defending the title to said premises, or discharging any liens thereon, whether as attorneys fees, costs or otherwise with interest thereon at the rate of ten per cent per annum is secured hereby, and may be included in a foreclosure hereof and the said parties of the first part hereby expressly waive appraisal of said premises. And all covenants and agreements herein contained shall run with the land herein conveyed, It is further covenanted and agreed by the said parties of the first part that in case of default in the payments as herein provided the said party of the second part or the legal holder hereof upon the institution of suit to foreclose shall be entitled to the possession of said property by a receiver or otherwise, as it may elect. The foregoing covenants and conditions being performed this conveyance to be void; otherwise in full force and virtue.

This mortgage shall in all respects be governed and construed by the laws of the State of Oklahoma, at the date of its execution.

Signed and delivered this 22nd day of October 1924.

James L. Pope

Hazel Pope

STATE OF OKLAHOMA, COUNTY OF TULSA, ss.

BEFORE ME, The undersigned, a Notary Public, in and for said County and State on this 22nd day of October, A. D. 1924, personally appeared James L. Pope and Hazel Pope his wife to me known to be the identical persons who executed the within and foregoing instrument