

to-wit: Lot Four (4) in Block Four (4), in Orcutt Addition to 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 any wise appertaining, forever.

This conveyance, however, being intended, as hereinabove set out, as a mortgage to secure the payment of said note in the sum of Five Thousand (\$5,000.00) Dollars above mentioned this day executed and delivered by said parties of the first part to said The Exchange National Bank of Tulsa, Oklahoma, with interest thereon from maturity, at the rate of eight per cent (8%) per annum; and also providing for the payment of Ten (\$10.00) Dollars, and ten per cent (10%) additional, as attorney fees in case the same be collected by legal proceedings, or be placed in the hands of an attorney for collection.

Said parties of the first part hereby covenant that they are the owners in fee simple of said premises so mortgaged, and that the same are free and clear of all encumbrances other than as above mentioned; that they have good right and authority to convey and encumber the same, and that they will warrant and defend the same against the lawful claims of all persons whomsoever, and that they will pay all taxes and assessments lawfully assessed against said premises before the indebtedness above mentioned shall become delinquent.

NOW, if said parties of the first part shall pay, or cause to be paid, unto said The Exchange National Bank of Tulsa, Oklahoma, its successors or assigns, said sum of money set out and described in said note, together with all interest thereon according to the terms and tenor of said note, then these presents shall be wholly discharged and void; otherwise the same shall remain and be in full force and effect.

If any or all taxes and assessments which are nor may be levied and assessed lawfully against said premises, or any part thereof, shall not be paid before the same become delinquent, then the Trustee herein, its successors or assigns, may effect such insurance and pay such taxes and assessments, and shall be allowed interest thereon at the rate of eight per cent (8%) per annum until paid, and this mortgage shall stand as security for all such payments and sums; and if said sum or money, or any part thereof, or any interest thereon, shall not be paid when the same becomes due and payable, or if any taxes or assessments shall not be paid before the same become delinquent, the holder of said note and this mortgage may, without notice to said parties of the first part, elect to declare the whole sum and interest thereon, and attorney fees therein provided for, due and payable at once, and proceed to collect said debt, interest and attorney fees set out and mentioned in said note, according to the terms and tenor thereof; and also all sums, if any, paid as taxes, legal assessments and interest thereon; and also to foreclose this mortgage; whereupon said party of the second part, its successors or assigns, shall become and be entitled to the possession of said premises so mortgaged, and shall be entitled to the rents and profits thereof, and shall be entitled to the appointment of a receiver for the collection of such rents and profits.

It is further expressly agreed that as often as any proceeding is taken to foreclose this mortgage, said parties of the first part shall pay to said party of the second part, its successors and assigns, a sum equal to Ten (\$10.00) Dollars and ten per cent (10%) additional of the total amount due on said mortgage and on said note as attorney fees for such foreclosure in addition to other legal costs, and that such attorneys fees shall likewise be a lien upon the premises hereinabove described and a part of the debt secured by this mortgage.

It being expressly understood and agreed that the Trustee named herein represents the Trust created by this instrument without any representations as to the ownership