

payable at its offices in Tulsa, Oklahoma, with ten per cent interest per annum, from maturity payable semi-annually, and five per cent. attorney' s fees if placed in the hands of an at- torney for collection and paid without suit, and an additional attorney's fee of \$100.00 if suit is brought to foreclose this mortgage.

Said parties of the first part hereby covenant that they are owners in fee simple of said premises and that they are free and clear of all incumbrances. That they have good right and au- thority to convey and encumber the same, and they will warrant and defend the same against the lawful claims of all persons whomsoever. Said parties of the first part agree to insure the buildings on said premises in the sum of \$\_\_\_\_\_ for the benefit of the mortgagee and main- tain such insurance during the existence of this mortgage. Said parties of the first part to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Now if said parties of the first part shall pay or cause to be paid to party of the second part, its successors or assigns said sum of money in the above described note and shall make and maintain such insurance, and pay such taxes and assessments, then these pre- sents shall be wholly discharged and void, otherwise shall remain in full force and effect. If such insurance is not affected and maintained, or if any or 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 as- sessments and shall be allowed interest thereon at the rate of ten per cent. per annum until paid, and this mortgage shall stand as security for all such payments; and if said sum or sums of money or any part thereof is not paid when due, or if such insurance is not affected or main- tained 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 pay- able at once and proceed to collect said debt, including attorneys fees, and to foreclose this mortgage; and shall become entitled to the possession of said premises.

Said parties of the first part waive notice of election to declare the whole debt due, as above stated, and also the benefit of stay, valuation or appraisal laws.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands, the day and year first above written.

Lindsay Kinkaid

Maudie Kinkaid

STATE OF OKLAHOMA, )  
                              ; SS.  
COUNTY OF TULSA.    )

Before me, Lester Curie, a Notary Public in and for said County and State on this 30th day of January, 1909, personally appeared Lindsay Kinkaid and Maudie Kinkaid, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and pur- poses therein set forth.

WITNESS my hand and official seal.

Lester Curie, Notary Public.

(SEAL) My commission expires June 28th, 1912.

Filed for record at Tulsa, Okla. Feb. 1, 1909, at 4.20 P. M.

H. C. Walkley, Register of Deeds (SEAL)

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