

the said sum of Five Thousand and Five Hundred Dollars, payable as follows: Five Hundred Dollars on the 19th, day of February, 1910 and Five Thousand Dollars on the 19th, day of February, 1914, with interest at the rate of eight per cent, payable semi-annually, principal and interest payable at the office of E. D. Mitchell, Tulsa, Oklahoma, with current rate of exchange on New York City, in gold or its equivalent, according to the terms of two certain promissory notes of even date herewith, with coupons for interest annexed, and also pay all taxes and other assessments on said lands, and upon this mortgage or upon the notes secured hereby, during the continuance of this mortgage, before said taxes shall become delinquent, and also at his own expense keep the buildings on said property insured against fire, in a good reputable insurance company, for the benefit of the second party, or assigns, to the extent of \$5,000.00, until this mortgage is paid or otherwise extinguished, then 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 if said first party shall neglect to keep the buildings on said property insured as herein specified, then the whole of the moneys hereby secured shall become payable immediately upon such default, at the option of the holder of said notes and without further notice.

And the said first party hereby promises and agrees to and with the said second party, her heirs, executors, administrators and assigns, to pay the said taxes, money and interest, on the days hereinbefore specified, and to observe the above proviso, and that, in case any of the said taxes shall become delinquent, the said second party may pay the same, and add the amount thereof, with interest thereon, to such mortgage money, and recover the same as part thereof; also, that, in case of foreclosure of this mortgage, a reasonable sum, to be fixed by the court, shall be recovered of said first party by said second party as an attorney's fee and included in the foreclosure decree.

IN WITNESS WHEREOF, the said first party hereunto sets his hand on this 19th, day of February, 1909.

J.H. Boyd.

STATE OF OKLAHOMA,)
COUNTY OF TULSA/)

Before me, the undersigned, a Notary Public in and for said County and State, on this 19th day of February, 1909, personally appeared J. H. Boyd, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, the day and year last above written.

Frank M. Rodolf, Notary Public.

(SEAL) My commission expires the 11th day of April 1909.

Filed for record at Tulsa, Okla. Mar. 5, 1909, at 4.10 o'clock P. M.

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

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