

COMPARED

M O R T G A G E.

FOR THE CONSIDERATION OF FIFTY DOLLARS, the receipt of which is hereby acknowledged, Aaron Tyner, a single man, of Tulsa County, State of Oklahoma, first party, hereby mortgage and convey to Frank Wright of Tulsa, Oklahoma, second part, the following real estate situated in Tulsa County, State of Oklahoma, described as follows, to-wit:

The North East Quarter (NE. $\frac{1}{4}$) of the South West Quarter (SW. $\frac{1}{4}$) and the North East Quarter (NE. $\frac{1}{4}$) of the South East Quarter (SE. $\frac{1}{4}$) of the South West Quarter (SW. $\frac{1}{4}$) of Section Seventeen (17) in Township Twenty One (21) North, Range Thirteen (13) East of the Indian Base and Meridian, containing 50 acres. *subject to prior mortgage of \$5000.00 to Luella H. Stewart*
Together with all rents and profits therefrom and all improvements, appurtenances now or hereafter in anywise belonging thereto; and the said first party hereby warrants the title thereto against all persons whomsoever. This mortgage is given as security for the performance of the covenants herein, and the payment to said second party, successors or assigns the principal sum of Fifty Dollars on the first day of March, 1910. with interest thereon at the rate of ten per cent per annum ^{until} after maturity, and at ten per cent per annum after maturity, said interest to be paid semiannually, principal and interest payable at the office of Wright & Pomeroy, according to the conditions of the one promissory note of the said Aaron Tyner, for said amount made and delivered unto said second party, being of even date herewith, and due as above stated.

The said first party shall not commit or suffer waste, shall pay all taxes and assessments upon said property, to whomsoever assessed, including personal taxes before delinquent, shall keep the buildings thereon insured to the satisfaction of said second party for at least ----- Dollars, delivering all policies and renewal receipts to said second party; and upon the satisfaction of this mortgage will accept from the mortgagee a duly executed release of the same, have it recorded and pay for the recording.

A failure to comply with any of the agreements herein shall cause the whole debt secured hereby to at once become due and collectible, if said second party or assigns so elect, and no demand for fulfillment of conditions broken, nor ~~of~~ notice of election to consider the debt due shall be necessary previous to commencement of suit to collect the debt hereby secured, or any part thereof, or to foreclose this mortgage. And in case of default, said second party may take immediate possession of said premises; and if suit is commenced to foreclose this mortgage, the said second party shall be entitled to have a receiver appointed to take charge of said real estate during such litigation and the period of redemption ^{from} of sale thereunder accounting to the mortgagor for the net income only, applying the same in payment of any part of the debt secured hereby remaining unpaid, and upon sheriff's sale said first party waives the plating of homestead and agrees that the said land may be sold in one body. All moneys paid by second party for insurance, taxes or assessments upon said property, or for taxes which may hereafter be levied upon this mortgage, and expenses of continuation of abstract and all expenses and attorney's fees incurred by said second party and assigns by reason of litigation with third parties to protect the lien of this mortgage, shall be recoverable against said first party, with penalties upon tax sales, and shall be an interest at the rate of ~~ten~~ per cent per annum, payable semi-annually, and be secured by this mortgage as a part of the mortgage debt.

And in case of foreclosure hereof, said first parties hereby agree to pay the sum of 25 Dollars, attorney's fees in such foreclosure suit, to be secured by this mortgage, and for the consideration above hereby expressly waive the appraisalment of said real estate and all