

to the Southerly line of Lot two (2), thence in a North Easterly direction along the South
erly line of Lot Two (2) a distance of Thirteen & Four tenths feet (13.4 ft), thence in
a South Easterly direction parallel with the Westerly line of North Elwood Avenue and One
Hundred Forty Feet (140 ft.) distant therefrom a distance of One Hundred Fifty '150' feet
to the Northerly line of North Fourth Street; thence in a Westerly direction along the
Northerly line of North Fourth Street a distance of Seventy Eight (78) feet to the place
of beginning.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, heredita-
ments and appurtenances thereunto belonging, or in anywise appertaining, forever.

This conveyance is intended as a mortgage to secure the payment of one promissory
note of even date herewith. one for \$350.00 due November 26th, 1909, made to Union Trust
Company or order, payable at its offices in Tulsa, Oklahoma, with ten per cent., interest
per annum thereon from maturity and ten per cent as attorney's fees if placed in the hands
of an attorney for collection and paid without suit, and an additional attorney's fee of
\$50.00 if suit is brought to foreclose this mortgage.

Said parties of the first part hereby covenant that they are the owners in fee simple
of said premises and that they are free and clear of all incumbrances. 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. 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 maintain such insurance during the existence of this mortgage. Said p
parties of the first part to pay all taxes and assessments on said premises before de-
linquent.

Now if said parties of the first part shall pay or cause to be paid to the party of
the second part, its successors and 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
presents shall be wholly discharged and void, otherwise to remain in full force and effect
If such insurance is not effected and maintained, or if any or all taxes and assessments
which are or may be levied and assessed lawfully against said premise or any part thereof
are not paid before delinquent, then the mortgagee may effect such insurance or pay such
taxes and assessments 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 effected and maintained, 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 payable at once and proceed to collect said debt, incl-
uding attorney's 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 appraisement laws.

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

Frank L. E. Ezzell

Lenic Ezzell

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

BEFORE ME, Lester Curie, a Notary Public, in and for said County and State, on this
27th, day of August, 1909, personally appeared Frank L. E. Ezzell and Lenic Ezzell, to