

COMPARED

WITNESSETH, That the said part 44 of the first part, for and in consideration of the sum of \$100.00

Let said old and new block numbered thirty three (33) in given additions to the City of Tulsa according to the survey and amended plat of said additions.

PROVIDED, ALWAYS, And this instrument is made and executed upon the following conditions, to-wit:

One for \$	100	due	January 10	1911
One for \$	150	due	January 10	1911
One for \$	200	due	January 10	1911

2. ~~Second~~. The said ~~part~~^{first} part covenants...and agree...to pay all taxes and assessments, general and special, and of whatever character whatsoever, on the said premises and any and all taxes or assessments that shall be made upon said loan, or upon the legal holder of said notes and mortgages, on account of said loan, by the State of Oklahoma, or by the county, township or municipality, wherein said real estate is situated, when the same becomes due, and to keep the buildings upon the mortgaged premises insured in some reliable fire and tornado insurance company approved by the party of the second part for the sum of \$... 20,000.00 and to assign the policies to the said party of the second part, as her interests may appear, and deliver said policies and renewals, to said party of the second part to be held by her until this mortgage is fully paid, and said ~~part~~^{part} of the first part assumes all responsibility of proof and care and expense of collecting such insurance if loss occurs.

4. **Events.** It is further expressly agreed by and between the parties hereto that if any default be made in the payment of any part of either said principal or interest notes when the same become due, or in case of default in the payment of any installment of taxes or assessments, upon said premises, or upon said loan, or the premiums said fire and tornado insurance, when the same becomes due, or in case of removal of any of the buildings or other improvements from said land, or in case of the breach of any covenant or condition herein contained, the whole of said principal sum named herein, and the interest thereon, and all sums paid by the party of the second part, on account of taxes or assessments, upon said premises, or upon said loan, or the premiums for fire and tornado insurance, upon said premises, shall become immediately due and payable and this mortgage may be foreclosed immediately, and the party of the second part or any legal holder of this note shall be entitled to recover the principal sum mentioned in said bond, together with interest thereon, from the date thereof at 10 per cent. per annum, crediting any and all interest payments made, if any have been made upon said sum, and the party of the second part, or the legal owner and holder of said note and mortgage, shall be entitled to recover on account of taxes or assessments upon said premises, or upon said loan, or insurance premiums paid by the party of the second part, the full amount so paid, as taxes or assessments, or insurance premiums, together with interest thereon from the date of such payment at 10 per cent. per annum.

It is further agreed and understood that in computing interest upon this loan in accordance with the stipulations of this bond, and this mortgage, such interest shall in no event, nor in anywise, directly or indirectly, be computed so as to exceed 10 per cent per annum.

6 Sixth. Said parties of the first part, hereby agree, in event action is brought to foreclose this mortgage, _____ will pay an attorney's fee of Ten Dollars (\$10.00), and 10 per cent. of the amount due thereon, and said attorney's fee shall become due and payable when this note is placed in the hands of an attorney for collection, and the sum so due shall become a part of the judgment and shall be secured by a lien of this mortgage and by any judgment or decree rendered thereon.

7 Seventh. Said part ~~of~~ of the first part for the consideration above mentioned hereby expressly waive...appraisal of said real estate and the benefit of the stay laws and of the homestead exemptions of the State of Oklahoma.

¶ Eighth. It is expressly agreed and warranted that the party of the second part shall have the right to pay and discharge at his option any and all liens or incumbrances on said property prior or superior to this mortgage debt, and upon paying and discharging such lien or incumbrance the party of the second part shall be entitled to recover the same with interest at 10 per cent. upon the amount so paid, from the party of the first part and said sum shall be and become a part of the mortgage debt secured by these notes and may be recovered in the foreclosure thereof at the option of the party of the second part. *Any profit or gain given to secure debt*

IN WITNESS WHEREOF, The said part ~~of~~ of the first part..... Lucashereunto subscribed..... Therbyname on the day and year first above written.

EXECUTED AND DELIVERED IN PRESENCE OF:

STATE OF OKLAHOMA,
County of Tulsa, ss.
Before me, Phil C. Humer, a Notary Public, in and for said County and
State, on this 10th day of January, 1910, personally appeared _____

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 purposes therein set forth.

Witness my hand and official seal on the date last above written.
My commission expires June 20, 1913 Sgt. Phil C. Kramer Notary Public.

This instrument was filed for record this 10 day of Jan A. D. 1910 at 11³⁵ o'clock A. M.
Deputy, Geo. H. Walker Register of Deeds.