

Four thousand 00/100 Dollars the receipt whereof is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit:

All of the west twenty-five feet of the East Seventy-five feet of Lots One & Two in Block Seventy-four in the City of Tulsa, according to the Government Plat thereof. Lots three & four in Block Twenty-eight of Park Place Addition to the City of Tulsa.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever.

This conveyance is intended as a mortgage to secure the payment of three promissory notes of even date herewith. One for \$2500.00 due October 6th, 1911, one for \$750.00 due October 6th, 1910, and one for \$750.00 due April 6th, 1910, made to Union Trust Company or order, payable at its office in Tulsa, Oklahoma with eight per cent, interest per annum, thereon from date payable semi-annually, and two per cent, as attorney fees if placed in the hands of an attorney for collection and paid without suit, and an additional attorney's fee of \$75.00 if suit is brought to foreclose this mortgage.

Said party of the first part hereby covenant that he is owner in fee simple of said premises and that they are free and clear of all incumbrances. That he has good right and authority to convey and encumber the same, and he will warrant and defend the same against the lawful claims of all persons whomsoever. Said Party of the first part agrees to insure the buildings on said premises in the sum of \$5000.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said party of the first part to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Now if said party 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 notes, and shall make and maintain such insurance and pay such taxes and assessments, then these presents shall be wholly discharged and void, otherwise shall 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 premises 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 or maintained, or any taxes or assessments are not paid before delinquent, the holder of said notes 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