

promissory note of even date herewith One for \$175.00 due April 19th, 1910, 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 \$37.00 if suit is brought to foreclose this mortgage.

Said parties of the first part hereby covenant that they are 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 they will warrant and defend the same against the lawful claims of all persons whomsoever. Said part-- 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 parties of the first part to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Now if said parties of the first part shall pay or cause to be paid to the party of the second part, its successors or 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 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 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, including 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 appraisalment laws.

In witness whereof, the said parties of the first part have hereunto set their hands the day and year first above written.

A. W. Cody

Lillie O. Cody

State of Oklahoma)

County of Tulsa ( s.s.

Before me Lester Curie a Notary public in and for said county and state, on this 20th day of January 1910 personally appeared H. W. Cody and Lillie O. Cody, 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.

(seal)

My commission expires June 28, 1912.

Lester Curie, Notary Public.