

Tulsa County, State of Oklahoma, of the first part, and Edwin A. Welty of Oregon, Missouri, of the second part.

Witnesseth: That the said parties of the first part have mortgaged and hereby mortgage to the party of the second part the following described real estate and premises situate in Tulsa County, Oklahoma, to wit:

S/2 of SW/4 of Sec. 8, and NE/4 of SE/4 and SE/4 of NW/4¹⁸⁶⁴ of Sec. 7, all in T 20, R. 13 E. (This mortgage is subject to the following: Mortgage by John M. Riley to Eliza Beth Zook, for \$630, dated August, 18 1905, recorded in Book 11, P 396, Claremore, I.T., Mortgage from John M. Riley to Leuala F. Stewart, for \$1100.00 dated Sept. 19, 1908, recorded in Book 38, P 431, Tulsa, Okla)

of the Indian Meridian containing 130 acres more or less, with all the improvements, thereon and appurtenances thereunto belonging and warrant the title to the same.

This mortgage is given to secure the principal sum of Twenty five Hundred and no/100 dollars, payable November 1st, 1913 with interest thereon at the rate of 7 per cent per annum from date payable annually according to the terms and at the time and in the manner provided by one certain bond or promissory note of even date herewith with coupons for such interest attached given and signed by the makers hereof, and payable to the order of the mortgagee herein.

It is expressly agreed and understood by and between the said parties hereto that this mortgage is a lien upon said premises subject to above mentioned mortgage that the parties of the first part will pay said principal and interest in lawful money of the United States at the times when the same fall due and at the place and in the manner provided in said note and will pay all taxes and assessments against said land when the same are due each year, and will not commit or permit any waste upon said premises; that the buildings and other improvements thereon shall be kept in good repair and shall not be destroyed or removed without the consent of said second party, and shall be kept insured for the benefit of the said second party, or his assigns, against loss by fire, lightning and tornado for not less than One Hundred Dollars, in form and companies satisfactory to said second party, and that all policies and renewals receipts shall be delivered to said second party. If the title to said premises be transferred said second party is authorized as agent of the first party to assign the insurance to the grantee of the title.

It is further agreed and understood that the said second party may pay any taxes or assessments levied against said premises or any other sum necessary to protect the rights of such party or his assigns, including insurance upon buildings and recover the same from the first party with 7 per cent interest, and that every such payment is secured hereby, and that in case of a foreclosure hereof, and as often as any foreclosure hereof may be filed, the holder hereof may recover from the first party an attorney's fee of Fifty Dollars, or such different sum as may be provided by said note, which shall be due upon the filing of the petition in foreclosure, and which is secured hereby, and which the first party promises and agrees to pay, together with expense of examination of title in preparation for foreclosure. The first party further agrees to pay any tax that may be assessed against this mortgage under the laws of the county and----aforesaid. Any expense incurred in litigation or otherwise including attorneys fees and abstract of title to said premises, incurred by reason of this mortgage, or to protect its lien, shall be repaid by the mortgagors to the mortgagee or assigns with interest thereon at 7 per cent per annum, and this mortgage shall stand as security therefor.