

To have and to hold the same, with all and singular, the tenements, hereditaments and appurtenances thereto belonging; or in anywise appertaining, and all rights of homestead exemption unto the said party of the second part, and to his heirs and assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of second party and to his heirs and assigns, forever, against the lawful claims of all persons whomsoever.

Provided always, and these presents are upon these express conditions, that if the said parties of the first part their heirs or assigns shall well and truly pay or cause to be paid, to the said party of the second part his heirs or assigns, the sum of seventeen hundred dollars, with interest thereon at the time and in the manner specified in two certain promissory note of even date herewith, executed by the party of the first part, payable to the order of H. B. Everett, at Bixby, Oklahoma, as follows:

\$1250.00 payable Nov 1st, 1911, with 9 per cent interest from date until maturity.

\$450.00 payable Oct 15th 1911, with 9 per cent interest from date until maturity.

And the installments of interest being further evidenced by coupons attached to said principal note, payable as above indicated both principal note, and coupons payable with 10 per cent interest per annum from maturity until paid, according to the true intent and meaning thereof, then and in that case these presents and everything herein expressed shall be void, but upon default in the payment of any part of the principal or interest, when the same is due, or failure to comply with any of the foregoing covenants, the whole sum of money hereby secured shall, at the option of the holder thereof, become due and payable at once without notice. Said parties of the first part hereby agree to carry policies of fire and tornado insurance to the amount of \$1500.00 for full time of this loan, loss, if any, payable to H. B. Everett, interests may appear; and said policies shall be held by said mortgagee, or the legal holder of said note, as collateral or additional security for the payment of said note, and further agree to keep in good repair all buildings, fences and other improvements; and in event action is brought to foreclose this mortgage, or recover the insurance or taxes paid by the mortgagee, an attorney fee of \$50.00 and all costs of suit and all insurance premiums or taxes so paid shall be added, which sums shall be and become an additional lien and be secured by lien of this mortgage, and upon the bringing of any such action the court or judge, shall, upon motion of the mortgagee herein or his assigns, without further notice to said mortgagor or the owner of the premises described herein, appoint a receiver to take charge of said premises and collect the rents, revenues and profits thereof. Said party of the first part hereby expressly waive an appraisement of said real estate and all benefit of the homestead exemption and stay laws of the state of Oklahoma.

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

In presence of:

W. A. Privett

J. E. Harris

M. A. Chaves

L. E. Harris

State of Oklahoma, Tulsa county, ss.

Before me, Henry Hornecker, a notary public in and for said county and state on this 16th day of February, 1911, personally appeared Geo E. Harris, and L. E. Harris