

Yeager, party of the second part;

Witnesseth, that the said parties of the first part, for and in consideration of the sum of two thousand dollars to them in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents, do grant, bargain, sell, convey and confirm unto said party of the second part, and to his heirs and assigns, forever, all of the following described tracts piece or parcel of land lying and situate in the county of Tulsa and state of Oklahoma, to wit: Lots 11 and 12 in block 2 northside addition to Tulsa, Oklahoma, and lot 6 in block 1, and lots 14 and 15 in block 3 Farley's addition to Tulsa, Oklahoma.

To have and to hold the same, with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and all right 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 lawful owners of the premises above granted and seized of a good 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 the second part, his heirs and assigns, forever, against claims of all persons whomsoever.

Provided always, and this instrument is made executed, and delivered upon the following conditions, to wit:

First Said first parties justly indebted unto the second party in the principal sum of two thousand dollars, being for a loan made by the said second party to the said first parties and payable according to the tenor and effect of a certain negotiable promissory note executed and delivered by the said party of, bearing date February, 20, 1911 and payable to the order of said second party on the 20th day of May 1911, at Exchange National Bank, with interest thereon from date until maturity at the rate of 10 per cent per annum payable annually, which interest is evidenced by coupon interest notes of even date herewith,

Each said principal and interest bear interest at the rate of 10 per cent per annum, and are made payable at the order of said second party at Exchange National Bank Tulsa, Oklahoma.

Second. The said parties of the first part agree to keep all buildings fences and other improvements on the said land in as good repair as they now are, and not to commit or allow any waste on said premises.

Third. It is further expressly agreed by and between the parties hereunto that if any default be made in the payment of any part of either said principal or interest 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 premium for fire insurance as hereinafter provided, when the same become due, or in case of the breach of any covenant or condition herein contained, the whole of said principal sum named herein, and interest thereon, shall become immediately due and payable and this mortgage may be foreclosed accordingly. And it is agreed that in the event of any default in payment or breach of any covenant or condition herein, the rents and profits of said premises are pledged to the party of the second part, or his assigns, as additional collateral security, and said party of the second part, or assigns, shall be entitled to possession of said premises, by receiver or otherwise.

Fourth. Said parties of the first part hereby agree in the event action is brought to foreclose this mortgage they will pay a reasonable attorney's fee of two hundred dollars, which this mortgage also secures.