

dred and no/100 Dollars.

The said sum secured hereby is evidenced by a certain promissory note of even date herewith, executed by the said party of the first part, and payable to the order of the party of the second part in four installments. Now, if the party of the first part shall fail to pay any installment of the note secured hereby when the same shall become due, or shall fail in any of the terms and conditions of said prior bond or mortgage or said installment note, the whole sum secured hereby shall forthwith become due and payable at the option of the holder hereof, who may immediately proceed to foreclose this mortgage, and in case of such foreclosure, and as often as any such proceeding may be had, the party of the first part agrees to pay an attorney fee of \$50.00 for the service of plaintiff's attorney, which shall be due upon the filing of the petition in any such action, and the same shall be a lien upon said land, secured hereby, and shall be included in the judgment of foreclosure, or taxed as costs therein at the option of the holder hereof; and upon sale under any such foreclosure, the party of the first part hereby expressly waives appraisalment of said premises and agrees that the same may be sold with or without appraisalment at the option of the party of the second part; and the party of the first part expressly agrees to pay any and all sums necessary to protect the title of said premises, or to keep the same from other liens of whatever nature, including attorneys fees in all actions attacking such title, or the validity of this mortgage; and if said prior mortgage be assigned in trust, or otherwise to another than the second party, then any part of principal or interest secured thereby, and taken up, held, or owned by said second party, and by any others sum paid, as authorized, shall be a further lien upon said land, and be secured hereby, and may be included in any judgment or decree entered hereon; and all sums secured hereby, including the installments of said note, shall draw interest at the rate of ten per centum per annum from date until paid, as provided in said installment note.

And it is hereby agreed that the consideration of the note secured hereby is

Signed and delivered this 28th day of October, 1909

James O. Smith

Ida M. Smith.

In Presence of:

State of Oklahoma, Tulsa County, SS:

Before me, Henry L. Reed a Notary Public in and for said County and State on this 2nd day of Nov. 1909, personally appeared James O. Smith and Ida M. Smith, his wife, 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 the day and year above set forth.

Henry L. Reed, Notary Public.

My commission expires Feb. 15-1910.

Filed for record at Tulsa, Okla. Mar. 8, 1910 at 9:30 o'clock A. M.

H. C. Walkley, Register of Deeds (Seal)