

And it is hereby mutually agreed that in case the party of the second part or its assigns, should hereafter appear in any of the land departments or offices of the general Government, or in any court, in order to preserve or protect the title hereinbefore warranted, all costs and expenditures made in that behalf shall be added to the amounts hereby secured and shall bear interest at the same rate with the appurtenances, rent, issues and profits and all the estate, title and interest of said party of the first part herein. And the said party of the first part does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, and will warrant and defend the title to the same, and that the same is free and clear of all incumbrances of whatsoever kind except a certain mortgage for \$8000.00 given to The Standard Mortgage Co.,

THIS GRANT is intended as a Mortgage to secure the payment of the sum of Twelve Hundred and no/100 dollars, payable as follows, to wit:

\$300.00 Nov. 1st, 1910, \$300.00 May 1st, 1911, \$300.00 Nov. 1st, 1911 \$300.00 May 1st 1912:

at the office of The Standard Mortgage Co., Tulsa, Oklahoma, according to the terms four certain promissory notes this day executed and delivered by the said party of the first part to the said party of the second part; and this conveyance shall be void if such payment be made as herein specified. But if default be made in such payment, or any part thereof or interest thereon when due, or the taxes, or if any installment of principal or interest of any mortgage or lien prior to this are not paid when the same are due and payable, or if the insurance is not kept in force thereon, then this conveyance shall become absolute and the whole shall become due and payable and it shall be lawful for said party of the second

part, its successors and assigns, at any time thereafter, to sell the premises hereby granted or any part thereof, in the manner prescribed by law, appraisal hereby waived or not, at the option of the party of the second part, its successors and assigns; and out of all the moneys arising from such sale to retain the amount due for principal and interest, taxes and penalties thereon, and interest on delinquent taxes at the rate fixed by law, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said party of the first part his heirs or assigns.

And said mortgagor further expressly agrees that in case of foreclosure of this mortgage, and as often as any proceedings shall be taken to foreclose the same, as herein provided, the mortgagor, will pay to said plaintiff fifty dollars as a reasonable attorney's or solicitor's fee therefor, in addition to all other legal costs and statutory fee, said fee to be due and payable upon the filing of petition for foreclosure and the same shall be a further charge and lien upon the said premises described in this mortgage, and the amount thereof shall be recovered in said foreclosure suit and included in any judgment or decree rendered in any action as aforesaid, and collected and the lien hereof enforced in the same manner as the principal debt hereby secured. It is expressly stipulated that upon default herein suit to foreclose this mortgage may be brought in county where real estate mortgaged is situated regardless of residence of mortgagors, or either of them, and all objections to venue of such suit are hereby expressly waived.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed and delivered in the presence of.

Chauncey A. Owen (seal)

Victor Pucini  
A. W. Hassler