

uated in Tulsa County, State of Oklahoma, described as follows, to-wit:

The South East quarter of the South west quarter of Section one (1) in Township Seventeen (17) North and Range Twelve (12) East of the Indian base and Meridian, in Tulsa County Oklahoma, Containing 40 Acres Government Survey. together with all rents and profits therefrom and all improvements, appurtenances now or hereafter in anywise belonging thereto; and the said first party hereby warrants the title thereto against all persons whomsoever. This mortgage is given as security for the performance of the covenants herein, and the payment to said second party successors, or assigns the principal sum of (\$30.00) Thirty dollars on the first day of July 1911. \$300.00) Three hundred Dollars on the first day of July 1915 with interest thereon at the rate of 6 per cent per annum until maturity, and at Ten per cent per annum after maturity, said interest to be paid annually, principal and interest payable at the office of Farmers & Merchants Bank, Bixby, according to the conditions of the 7 promissory notes of the said Charles E. Graham and Charlotte Graham for said amount made and delivered unto said second party, being of even date herewith, and due as above stated.

The said first party shall not commit or suffer waste, shall pay all taxes and assessments upon said property, to whomsoever assessed, including personal taxes, before delinquent; shall keep the buildings thereon insured to the satisfaction of said second party for at least-----Dollars, delivering all policies and renewals receipts to said second party; and upon the satisfaction of this mortgage, will accept from the mortgagee a duly executed release of the same, have it recorded and pay for the recording.

A failure to comply with any of the agreements herein shall cause the whole debt secured hereby to at once become due and collectible, if said second party or assigns so elect, and no demand for fulfillment of conditions broken, nor notice of election to consider the debt due shall be necessary previous to commencement of suit to collect the debt hereby secured, or any part thereof, or to foreclose this mortgage. And in case of default, said second party may take immediate possession of said premises; and if suit is commenced to foreclose this mortgage, the said second party shall be entitled to have a receiver appointed to take charge of said real estate during such litigation and the period of redemption from sale thereunder, accounting to the mortgagor for the net income, only, applying the same in payment of any part of the debt secured hereby remaining unpaid, and upon sheriff's sale said first party waives the platting of homestead and agrees that said land may be sold in one body. All money paid by second party for insurance, taxes or assessments upon said property or for taxes which may hereafter be levied upon this mortgage, and expense of continuation of abstract, and all expenses and attorney's fees incurred by said party and assigns by reason of litigation with third parties to protest the lien of this mortgage, shall be recoverable against said first party with penalties upon tax sales, and shall bear interest at the rate of ten per cent per annum, payable semi-annually, and be secured by this mortgage as a part of the mortgage debt.

And in case of foreclosure hereof, said first parties hereby agree to pay the sum of Fifty Dollars, attorneys fees in such foreclosure suit, to be secured by this mortgage, and for the consideration above hereby expressly waive the appraisalment of said real estate and all benefits of the homestead and stay laws of the state.

Dated this 6th day of July A.D. 1910.

Charles E. Graham
Charlotte Graham