

MORTGAGE RECORD

IT IS ALSO FURTHER AGREED, That whereas, the said Martha E. Smith & James W. Smith

have borrowed of said THE DETROIT UNITED BANK, the amount of Eight Hundred (800) Dollars, secured by this mortgage:

NOW, THEREFORE, The said Martha E. Smith & James W. Smith first parties agree to do all things required of them by this mortgage and the bond hereinbefore mentioned, and to repay to said Bank the principal sum of Eight Hundred (800) Dollars,

in one hundred monthly payments of Eight (8) Dollars, each, according to the terms mentioned in said bond, one payment to be made on or before the last business day of the month in which said bond and mortgage are executed, and a like payment on or before the last business day of each successive month thereafter until one hundred of said monthly payments of principal have been made, and Martha E. Smith & James W. Smith

further agree to pay \$5.60 interest on or before the last business day of the month in which said bond and mortgage are executed, and a like sum on or before the last business day of each successive month thereafter for the period of one year from the date of this instrument; during the second year of this loan agrees to pay \$4.90 interest, monthly on or before the last business day of each month; during the third year of this loan agrees to pay \$4.18 interest monthly on or before the last business day of each month; during the fourth year of this loan agrees to pay \$3.47 interest monthly on or before the last business day of each month; during the fifth year of this loan agrees to pay \$2.75 interest monthly on or before the last business day of each month; during the sixth year of this loan agrees to pay \$2.05 interest monthly on or before the last business day of each month; during the seventh year of this loan agrees to pay \$1.34 interest monthly on or before the last business day of each month; during the eighth year of this loan agrees to pay \$0.62 interest monthly on or before the last business day of each month; during the first four months of the ninth year agrees to pay \$0.16 interest monthly on or before the last business day of each month. With the privilege, however, of repaying said loan or the balance due on \$100 of the same or any multiple thereof at the end of any year from the date of this mortgage and said bond, in which case monthly payments shall be reduced proportionately.

But in no event, whether first parties elect to avail themselves of the privilege of repaying said loan before said monthly payments hereinbefore provided for have been made or not shall the interest paid for the use of the money exceed the rate of eight and nine-tenths (8.9) per cent. per annum on the amount remaining unpaid from month to month. It is further understood and agreed that all payments which are not promptly made when due shall thereafter draw interest at the rate of eight and nine-tenths (8.9) per cent. per annum until paid.

AND IT IS ALSO AGREED, That should any default be made in the payment of any of the items mentioned in this mortgage on the day when the same are made payable by this mortgage or said bond, or should said first parties fail or neglect to pay, or cause to be paid, all taxes, assessments, or public rates levied upon said premises, when the same become due and payable under the laws of Oklahoma, or shall allow or permit any legal or equitable liens to stand or to be placed against the premises herein conveyed, that will in any manner affect or weaken the security herein, intended so to be, or shall commit waste on said premises, or do any act whereby the property hereby conveyed is made less valuable, or shall fail well and truly to keep and perform each and all of the covenants, express or implied, herein contained, or either or any of them, then, upon the happening of any of the above contingencies, the whole amount herein secured shall become due and payable at once, without notice, if said second party so elect, anything hereinbefore contained or contained in said bond, to the contrary thereof in anywise notwithstanding.

AND IT IS FURTHER EXPRESSLY AGREED, That as often as any proceeding is taken to foreclose this mortgage, said first parties shall pay said second party, its successors or assigns, a sum equal to ten per cent. of the total amount due on said bond and this mortgage as attorney's fees for such foreclosure in addition to all other legal costs, and that such attorney's fee shall be a lien upon the land above described and a part of the debt secured by this mortgage. Appraisalment of said premises is hereby waived or not at the option of the party of the second part.

IN WITNESS WHEREOF, The part ies of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of
E. A. Lilly
C. B. Rabe
Martha E. Smith [L. S.]
James W. Smith [L. S.]
_____[L. S.]
_____[L. S.]

STATE OF OKLAHOMA,)
County of Tulsa) ss.
Before me, E. A. Lilly, a Notary Public, in and for said County and State, on this 12th day of February, 1912, personally appeared Martha E. Smith & James W. Smith 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 last above written:

My commission expires Sept. 21-1912 (proof) E. A. Lilly Notary Public.

This instrument was filed for record this 19 day of Feb., A. D. 1912, at 2:30 o'clock P.M.

By H. C. Walkley Deputy. (proof) Register of Deeds.