

COMPARED

MORTGAGE.

Know all men by these Presents, that Henry C. Brockman and Ethel Brockman, his wife, of Tulsa county, state of Oklahoma, hereinafter designated the first Parties, for and in consideration of the sum of \$2188 and 27 hundredths dollars to them cash in hand Paid by Ralsa F. Morley, of Tulsa, county, state of Oklahoma hereinafter designated the second Party the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said second Party his heirs and assigns forever, the following described real estate and Premises, situated in Tulsa county, state of Oklahoma, to-wit:

All of lot six (6) in block one hundred and ninety (190) in the city of Tulsa, Oklahoma, according to the official Plat and survey thereof. together with all the improvements thereon and all the appurtenances thereunto belonging and all rights of homestead therein:

To have and to hold the same unto said second Party his heirs and assigns forever. The said first Parties hereby covenant and agree to and with the said second Party to warrant and defend the title to said Premises against all lawful claims whatsoever.

Provided always, and this conveyance is upon these express conditions: That if the said Parties their heirs, administrators, executors or assigns, shall pay to the said second Party the sum of \$2188.27, \$2000.00 on July 25th, 1911, \$188.27 on or before February 25th 1911., with interest thereon at the rate of 10 Per centum payable semi-annually, Principal and interest Payable at the office of Ralsa F. Morley, at Tulsa, Oklahoma, with current rate of exchange on New York City, in gold or its equivalent; according to the terms of two certain Promissory notes of even date and tenor herewith, and shall pay all taxes and other assessments on said lands, and upon this mortgage or upon the notes secured hereby, during the life of this mortgage and before the same shall become delinquent, and shall also, at their own expense keep the buildings on said Property insured against fire, in a good and reputable insurance company, for the benefit of said second Party, or assigns, to the extent of \$ ____ until this mortgage is paid or otherwise extinguished, then this instrument shall be void, otherwise to remain in full force and effect.

Provided also, that, on default in the Payment of any Part of said Principal or interest or taxes or other assessments, when and as the same shall become due, or if said first Parties shall fail or neglect to keep the buildings on said Property insured as above Provided, then the whole of the money hereby secured shall become due and payable immediately upon such default or failure, at the option of the holder of said note and without further notice.

And the said first Parties hereby Promise and agree to and with the said second Party heirs, administrators, executors, and assigns, to pay said Principal, interest, taxes and other assessments when and as the same shall become due, to maintain the insurance on the buildings as above Provided, and to comply faithfully with all the terms and conditions of this mortgage, and that, in case any of said taxes or other assessments shall become delinquent, or in case said first Parties shall fail to maintain the insurance on said buildings as above Provided, the said second Party may pay said taxes and assessments and may effect such insurance and add the amounts so paid, with interest thereon, to the indebtedness hereby secured and recover the same as a Part thereof; and that, in case of foreclosure of this mortgage, a sum \$10.00 and 10% of the amount shall be recovered by said second Party from said first Parties as an attorney's fee, and shall be included in the decree foreclosing this mortgage.

Said first Parties hereby waive the benefit of stay, valuation or appraisement laws.

In witness whereof, the said first Parties have hereunto set their hands this 25th day of January, 1911.