

207183

C. J.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$1.00 and issued  
Receipt No. 4424 therefor in payment of mortgage  
tax on the within mortgage.

Dated this 23 day of Aug. 1924

WAYNE L. DICKEY, County Treasurer

Deputy

## OKLAHOMA FIRST MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

THAT OSCAR J. SMITH and NORBERT J. SMITH, both  
single men of Tulsa County, in the State of Okla-  
homa, parties of the first part, have mort-  
gaged and hereby mortgage to OMER K. BENEDICT

and ALVA J. NILES of Tulsa, Oklahoma, party of the second part, the following described  
real estate and premises, situate in Tulsa County, State of Oklahoma, to-wit:

All of the South half of the Northeast Quarter of the Northeast Quarter  
of the Southeast Quarter of Section NINETEEN (19), Township NINETEEN  
(19) North, Range THIRTEEN (13) East, IBM containing five (5) acres more  
or less

with all the improvements thereon and appurtenances thereunto belonging, and warrant  
the title to the same.

This Mortgage is given to secure the principal sum of TWENTY-FIVE HUNDRED  
DOLLARS, with interest thereon at the rate of eight per cent. per annum payable semi-  
annually from date according to the terms of five certain promissory notes, described  
as follows, to-wit: ----- executed by the makers hereof, of even date  
herewith, due and payable as follows: \$500.00 EACH DUE IN SIX, TWELVE, EIGHTEEN (18),  
TWENTY-FOUR (24) and THIRTY MONTHS Respectively to the order of the second part, with  
interest thereon at the rate of eight per centum per annum until due, and at the rate  
of ten per centum per annum after due.

The interest before maturity is further evidenced by interest coupons attached  
to the all the notes principal and interest payable at the place designated in said notes  
and coupons, and said principal note and coupons being numbered one and up.

The parties of the first part hereby make the following special covenants to  
and with the said party of the second part and their assigns, to-wit:

FIRST. That said first parties will procure separate policies of insurance against  
fire and tornadoes, each in the sum of ----- Dollars, and maintain the same during the  
life of this mortgage for the benefit of the mortgagee or their assigns, and made payable  
to the mortgagee or assigns as his or their interest may appear.

SECOND. That the first parties will pay all taxes and assessments, whether general  
or special, lawfully levied or assessed on said premises, before the same become delinquent.

THIRD. That the said first parties will keep and maintain all improvements on the  
premises in good condition; commit or suffer no waste thereon, and not allow said premises  
to become in a dilapidated condition.

FOURTH. Upon any breach of the first, second or third special covenants of this  
mortgage hereinbefore enumerated, as well as for the failure to pay any part of the  
indebtedness hereby secured, either principal or interest, at the time the same become due,  
the holder of this mortgage may declare the entire sum or sums secured hereby due and  
payable, without notice, and shall be entitled to a foreclosure of this mortgage for the  
satisfaction thereof.

FIFTH. In case of default in payment of any insurance premium, taxes or assess-  
ments, the holder of this mortgage may pay and discharge the same, and all such sums so  
paid shall be secured by the lien of this mortgage and draw interest at the rate of ten  
per cent per annum, provided that such payments by the mortgagee shall not operate as a  
waiver of the right to foreclose the mortgage under the provisions of the fourth special  
covenant hereinbefore set out.