

212701 C. J.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 12.00 and issued Receipt No. 3837 therefor in payment of mortgage tax on the within mortgage.

Dated this 31 day of Oct 192 2
WAYNE L. DICKEY, County Treasurer

Deputy

COMPARED

FIRST MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That J. LACY BALLENGER AND LEONE BALLENGER, his wife, of Tulsa County, State of Oklahoma, parties of the first part, hereinafter called the first party, have mortgaged and hereby mortgage, convey and

warrant to MAXWELL INVESTMENT COMPANY, of Kansas City, Missouri, party of the second part, hereinafter called the second party, and to its successors and assigns, the following described real estate in Tulsa County, Oklahoma, to-wit:

The West Half of the Northeast Quarter of Section Number Thirty (30),

Township Number Seventeen (17) North, Range Number Thirteen (13)

East, containing 80 acres more or less, together with all the improvements thereon and the appurtenances thereunto belonging.

This mortgage is given as security for the performance of the covenants and agreements herein, and to secure to MAXWELL INVESTMENT COMPANY, its successors and assigns, the payment of the sum of SIXTEEN HUNDRED DOLLARS with interest thereon, according to the terms of one certain promissory note executed and delivered by the first party to the second party, due and payable according to the terms thereof, with interest payable annually, according to the terms of interest coupons thereto attached, all of said notes being of even date herewith, payable at GUARANTY TRUST COMPANY, of Kansas City, in Kansas City, Missouri, and each bearing interest at the rate of ten per cent per annum after maturity until paid.

THE FIRST PARTY HEREBY COVENANTS AND AGREES:

That they are lawfully seized in fee simple of the real estate hereby conveyed, and that they have a good right to sell and convey the same as aforesaid; that the said real estate is free and clear of all encumbrances and that they and their heirs, executors and administrators will warrant and defend the same unto the said second party, its successors and assigns, against all lawful claims and demands;

That they will pay said note or notes hereby secured and interest thereon as the same shall become due and payable;

That they hereby waive appraisalment of said real estate and all benefits of the homestead and stay laws of the State of Oklahoma;

To neither commit nor suffer waste;

To pay all taxes and assessments levied upon said real estate, or upon the lien hereby created, (except mortgage registration tax), by virtue of any law of the State of Oklahoma, to whomever assessed, including personal taxes, before same shall have become delinquent.

To keep the buildings erected and to be erected upon said premises insured against loss by fire and tornado, to the amount of ----- Dollars, for the benefit of the second party, its successors and assigns, in an insurance company acceptable to it, and to deliver the said insurance policies and renewal receipts to the said second party; and

Upon failure to comply with either of these conditions, covenants and agreement, it is agreed that the owner of this mortgage may pay the said taxes or assessments, or the cost of such insurance, and the amount so paid shall bear interest at the rate of ten per cent per annum from the date of payment, and said sum or sums so paid shall be immediately due and payable, and shall be an additional lien upon said real estate, and be secured by this mortgage, and may be collected in the same manner as the principal debt hereby secured;