

218499 C. J. COMPARED

OKLAHOMA REAL ESTATE MORTGAGE. 2 yr. Mtg.

KNOW ALL MEN BY THESE PRESENTS: That Lucile Coats and H. C. Coats, her husband of Tulsa County, in the State of Oklahoma, parties of the first part, hereby Mortgage to J. D. Simmons of Tulsa Oklahoma, party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The South (105) Feet of the North (130) feet of Lot Seven (7)

in Block Ten (10) Irving Place Addition to the City of Tulsa Oklahoma,

according to the recorded plat thereof

with all the improvements thereon and appurtenances thereunto belonging and warrant the title of the same. This mortgage is given to secure the principal sum of Forty-five Hundred (\$4500.00) Dollars with interest thereon at the rate of Eight per centum per annum payable semi-annually from date according to the terms of Twenty-four (24) promissory notes described as follows to-wit:

Twenty-three (23) notes for Eighty (\$80.00) Dollars each, dated December 15th 1922 and payable to J. D. Simmons, or order and payable monthly beginning the 15th day of January 1923 and the 15th day of each succeeding month thereafter till paid, and one (1) note for Twenty-six Hundred Sixty (\$2660.00) Dollars due December 15th 1924, the said Twenty-four (24) notes being signed by Lucile Coats and H. C. Coats and payable to the said J. D. Simmons, or order, with interest at the rate of Eight per centum per annum payable semi-annually,

FIRST: The mortgagors represent that they have fee simple title to said land, free and clear of all liens and encumbrances, except a mortgage of Five Thousand (\$5,000.00) Dollars given by J. D. Simmons to Southwestern Mortgage Company and due three years from date thereof and drawing interest at the rate of Eight per centum per annum payable semi-annually, and hereby warrant the title against all persons, waiving hereby all rights of homestead exemption, and waive the appraisalment of said lands in case of sale under foreclosure.

SECOND: If said mortgagors shall pay the aforesaid indebtedness both principal and interest, according to the tenor of said notes as same shall mature, and shall keep and perform all the covenants and agreements in this mortgage, then these presents shall become void; Other wise to remain in full force and effect.

THIRD . Said mortgagors agree to pay promptly when due and payable all taxes and assessments that may be levied within the State of Oklahoma, upon said lands and tenements, or upon any interest or estate therein, including the interest represented by this mortgage lien; and further to pay any tax, assessment or charge that may be levied, assessed against or required from the holder of said mortgage and notes as a condition to maintain or of enforcing or enjoying the full benefit of the lien of this mortgage, or the collection of said indebtedness; and will pay any and all labor and material liens whether created before or after this date that are lawfully charged against said premises;

And will also keep all buildings erected and to be erected upon said lands, insured, against loss and damage by tornado and fire with insurance approved by the mortgagee herein in the sum of \$4500. as a further security for said debt, and assign and deliver to the mortgagee all insurance upon said property to be by him collected, as his interest may appear, in case said mortgagors shall fail to pay any such taxes, assessments, charges, labor or material liens or insurance, then the holder of this mortgage and the debt secured hereby may pay said taxes, assessments, insurance, charges, and liens, and said mortgagors agree to repay upon demand the full amount of said advances with interest thereon at the rate of ten per cent per annum from the date of such advancement and this mortgage shall be a further lien for the repayment thereof.

FOURTH. Mortgagors agree to pay promptly when due all interest or principal payments on all prior encumbrances if any upon said land, and if mortgagors or their successors in the