

320250 C. J.

COMPARED

UNITED STATES OF AMERICA
STATE OF OKLAHOMA

NUMBER

TITLE
GUARANTEE and TRUST
COMPANY
TULSA, OKLA.DOLLARS
\$1250.00O K L A H O M A
S E C O N D M O R T G A G E

KNOW ALL MEN BY THESE PRESENTS:

That Mary Esther Idoux and John R. Idoux, her husband, of Tulsa County, in the state of Oklahoma, part---- of the first part, have mortgaged and hereby mortgage to J. M. Winters of Tulsa, Oklahoma, party of the second part, the following described real estate and premises, situate in Tulsa County, State of Oklahoma, to-wit: Lot Twenty-five (25) Block five (5) Maywood Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof. This is subject to a prior mortgage of \$5000.00. 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 One Thousand two Hundred, fifty Dollars, with interest thereon at the rate of 8% per cent per annum, payable -----annually from-----according to the terms of one certain promissory note described as follows, to-wit:

Note for \$1250.00 executed by Mary Esther and John R. Idoux to J. M. Winters, with interest at 8%, due one year from date.

executed by the makers hereof, of even date herewith, due and payable to the order of the second party, with interest thereon at the rate of 8% per centum per annum until due, and at the rate of ten per centum per annum after maturity.

The interest before maturity is further evidenced by ----- coupons attached to the principal note, principal and interest payable at the place designated in said note and coupons

The parties of the first part hereby make the following special covenants to and with 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 Sixty-five Hundred and no/100 (\$6500.00) 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 assessments, 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.

SIXTH. Upon any default entitling the holder hereof to a foreclosure and if the indebtedness secured by this mortgage shall be collected by an attorney or through proceedings

I hereby certify that the above is a true and correct copy of the original as filed in my office of the County Treasurer of Tulsa County, Oklahoma, this 24th day of June, 1923.
WAYNE L. DICKER, County Treasurer