

235183 EC.

OKLAHOMA MORTGAGE

COMPARED

THIS INDENTURE: Made this 6th, day of July in the year of our Lord, One Thousand Nine hundred and Twenty Three between C. E. Martin and J. W. Martin her husband of Tulsa County, Oklahoma, of the first part and the Oklahoma Farm Mortgage Company, a corporation of Oklahoma City Oklahoma of the second part

Witnesseth, that the said parties of the first part have mortgaged and do hereby mortgage to party of the second part, the following described real estate, situated in Tulsa County Oklahoma to-wit

The Northwest Quarter of the Southeast Quarter.

and the Northeast Quarter of the Southwest Quarter

and the Southeast Quarter of the Northwest Quarter

of section Three (3) Township Eighteen (18) North

Range Thirteen (13) East. of the Indian Meridian,

containing 120 acres, more or less.

TREASURER'S RECEIPT

This receipt is for the sum of \$230.00

Payable to the order of C. E. Martin and J. W. Martin

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with all improvements thereon and appurtenances thereunto belonging, and warrant the title to the same this mortgage is given to secure the sum of Three Thousand Three Hundred and No/100 Dollars with interest thereon at the rate of Six per cent per annum, from July 15th, 1923. payable annually according to the terms and at the time and in the manner provided by certain promissory note of even date herewith, with coupons for such interest thereto attached, and payable to the order of the mortgagee herein on date therein specified, (or in partial payments prior to maturity in accordance with the stipulations therein) signed by first parties

It is expressly Agreed and Understood by and between the said parties hereto, that this mortgage is a first lien upon said premises; that the parties of the first part will pay said principal and interest at the time when the same fall due and at the place and in the manner provided in said note and will pay all taxes and assessments against said land when the same are due each year, and will not commit or permit any waste upon said premises; that the buildings and other improvements thereon shall be kept in good repair and shall not be destroyed or removed without the consent of said second party, and shall be kept insured for the benefit of said second party or assigns. against loss by fire . lighting and tornado for not less than Three Thousand and No/100 Dollars. in form and companies satisfactory to said second party, and that all policies shall be delivered to said second party, if the title to said premises be transferred, said second party is authorized, as agent of the first party, to assign the insurance to the grantee of the title.

It is further agreed and understood that said second party may pay any taxes or assessments levied against said premises or any other sum necessary to protect the rights of such party or assigns. including insurance upon buildings and recovered the same from the first party with 10 per cent, interest. and that every such payment is secured hereby, and as often as this mortgage or the notes secured hereby are placed in the hands of an attorney for foreclosure or collection, the holder hereof may recover from the first party an attorney fee of Three Hundred Thirty Dollars, Any expense of litigation or otherwise including attorney's fees and abstract of title to said premises, incurred by reason of this Mortgage, or to protect its lien, shall be repaid by the mortgagors to the Mortgagee or assigns, with interest thereon at 10 per cent per annum, and this mortgage shall stand as security therefor

As additional and collateral security for the payment of the note and indebtedness hereinbefore described, the said parties of the first part hereby assign to the said party of the second part, its successors and assigns all the profits, revenues, royalties, rights, and benefits accruing to them under all oil gas or mineral leases on said premises. This assignment is operative only in case of breach of the covenants and warranties herein, and is to terminate