

In Witness whereof I have hereunto set my hand and official seal this the date last above written;

My Commission expires April 11th 1925 (seal) W. F. Nelson Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, July, 19th 1923, at 2:40 O'Clock P. M., and recorded in Book 435, Page 632,

By Brady Brown Deputy. (seal) O. G. Weaver County Clerk

#236151 EC COMPARED

UNITED STATES OF AMERICA
state of Oklahoma

Number
690

Title Guarantee and Trust Company Tulsa Okla.

Dollars
\$7500.00

OKLAHOMA FIRST MORTGAGE;

KNOW ALL MEN BY THESE PRESENTS;

That Nell Constantin and Jules Constantin, her husband of Tulsa County in the State of Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Title Guarantee & Trust Company, of Tulsa Oklahoma, party of the second part, the following described real estate and premises, situate in Tulsa County, State of Oklahoma, to-wit: Beginning at the Northwest corner of said Section 35, thence running East along the North line of said Section 567,002 feet, thence South parallel to the West line of said Section 1536,5 feet, thence West parallel to the North line of said Section 567,002 feet to the Westline of said Section, thence North along the Westline of said Section, 1536,5 feet to the place of beginning,

The said described land being a part of Section 35, in Township 19 North ^{range} 13 East situated in Tulsa County, Oklahoma, 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 Seventy five hundred Dollars with interest thereon at the rate of 7% per cent per annum payable semi annually from date according to the terms of one certain promissory note described as follows to-wit;

Note for \$7500.00 executed by Nell Constantin and Jules Constantin her husband to the Title Guarantee & Trust Company, dated July 18th, 1923, with interest at 7% payable semi annually from date and due July 18th, 1926, 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 7% 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 six 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 parties 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 Ten Thousand and no/100 (\$10,000.00) 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, 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;

I hereby certify that I received \$4502 and issued Receipt No. 435 therefor in payment of mortgage on the within mortgage.

Dated this 17 day of July 1923

W. W. Strickland, County Treasurer

Deputy