

and recorded in Book 441 Page 293

By Brady Brown-Light

(LAWYER)

C. G. Swaver- County Clerk.

887782-ACM

OKLAHOMA FIRST MORTGAGE

COMPARED

KNOW ALL MEN BY THESE PRESENTS:

That W. J. Kirkwood and wife Maudie M. Kirkwood of Tulsa County, State of Oklahoma, parties of the first part have mortgaged and hereby mortgage to W. W. Hamilton party of the second part, the following described real estate and premises, situated in Tulsa County, State of Oklahoma, to-wit:

Northwest Quarter (NE $\frac{1}{4}$) of Northeast Quarter (NE $\frac{1}{4}$) of
Northwest Quarter (NW $\frac{1}{4}$) of Section Thirty (30), Township
Twenty (20) North, Range Thirteen (13) East.

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of FIFTEEN HUNDRED DOLLARS, due and payable on the 30th day of March, 1926, with interest thereon at the rate of 8 per cent, per annum, payable semi-annually from date, according to the terms and at the time and in the manner provided by one certain promissory note of even date herewith, given and signed by the makers hereof, and payable to the order of the mortgagee herein, and being for the principal sum of FIFTEEN HUNDRED Dollars, with six coupons notes attached, evidencing said interest, one coupon being for sixty dollars, and five coupons being for sixty dollars each.

All sums secured by this mortgage shall be paid at the Office of C.D. Coggeshall & Co., in Tulsa, Oklahoma, unless otherwise specified in the note and coupons.

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 party of the first part will pay said principal and interest at the times 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 the second party, and shall be kept insured for the benefit of the second party or its assigns, against loss by fire and storm for not less than Five Hundred Dollars, in form and companies satisfactory to said second party or his representatives, and that all policies and renewals of same shall be delivered to said second party or his representatives.

Parties of the first part and their heirs, executors, administrators, and assigns, will warrant the quiet enjoyment of the aforesaid premises to the said party of the second part, his heirs, executors and assigns, and will forever defend the aforesaid premises against the lawful claims and demands of all persons.

IT IS FURTHER AGREED AND UNDERSTOOD that the said second party may pay any taxes and assessments levied against said premises or any other sum necessary to protect the rights of such party or its assigns, including insurance upon buildings and recover the same from the first party with ten per cent, interest, and that every such payment is secured hereby, and that in case of a foreclosure hereof and as often as any foreclosure hereof may be filed, the holder hereof may recover from the first party an attorney fee of (\$150.00) Dollars, or such different sum as may be provided for by said note which shall be due upon the filing of the petition in foreclosure and which is secured hereby, and which the first party promises and agrees to pay, together with expense of examination of title in preparation for foreclosure. And any expense incurred in litigation or otherwise, including Attorney fees and abstract