

223780 C.J.

COMPARED

UNITED STATES OF AMERICA
STATE OF OKLAHOMANUMBER
-----TITLE
GUARANTEE and TRUST
COMPANY
TULSA, OKLA.DOLLARS
\$300.00OKLAHOMA
FIRST MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That Harold G. Smith and Florence E. Smith, husband and wife, of Tulsa county, in the State of Oklahoma, parties of the first part 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:

Beginning at a point 170 feet East of Northwest corner of Southwest Quarter of Northeast Quarter, thence East at right angle 150 feet, thence South at right angle 320 feet, thence West at right angle 150 feet, thence North at right angle 320 feet, to the place of beginning, EXCEPT a strip of land 25 feet wide off North side of said tract to be used as a public highway, and is hereby dedicated therefor, all lying in the NORTHEAST Quarter (NE $\frac{1}{4}$) of Section 4, Township 19 North Range 12 East, containing One (1) acre, more or less.

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 Three Hundred and no/100 Dollars with interest thereon at the rate of 10% per cent per annum, payable after maturity according to the terms of one certain promissory note, described as follows, to-wit:

Note for \$300.00, executed by Harold G. Smith and Florence E. Smith to J. M. Winters, due in six months after date with interest from maturity at 10%, 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 10% 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 Five Hundred and no/100 (\$500.00) 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 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.