

224996 C. J.

OKLAHOMA FIRST MORTGAGE

COMPAID

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 90  
 Receipt No. 1327 Mortgagor in payment of interest of  
 tax on the within mortgage  
 Dated this 20 day of March 1926

WAYNE L. DICKEY, County Treasurer

Deputy

KNOW ALL MEN BY THESE PRESENTS:

That Wayne Foster and Inez Foster, Husband and wife, of Tulsa County, state of Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Nellie L. Brown party of the second part,

the following described real estate and premises, situated in Tulsa County, State of Oklahoma, to-wit: Lots Numbered One (1) and Two (2), and the East Ten (10) feet of Lot Numbered Three (3), all in Block Numbered Seven (7), in the Burnett Addition to the City of Tulsa, according to the Official RECORDED PLAT thereof, 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 Fifteen Hundred and no/100 Dollars, due and payable on the 19th day of March, 1926, with interest thereon at the rate of Eight per cent per annum, payable semi-annually from date, according to the terms and at the time and in the manner provided by their one certain promissory note of even date herewith, given and signed by the makers hereof Wayne Foster and Inez Foster, Husband and Wife, and payable to the order of the mortgagee herein, and being for the principal sum of Fifteen Hundred and No/100 Dollars,

All sums secured by this Mortgage shall be paid at the office of FIRST NATIONAL BANK, Tulsa, Oklahoma, unless otherwise specified in the note.

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 or lightning for not less than Two Thousand & No/100 DOLLARS, in form and companies satisfactory to said second party, and that all policies and renewal receipts shall be delivered to said second party, if the title to the 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.

Party 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, administrators 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 10 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 Two Hundred 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. Any expense incurred in litigation or otherwise, including Attorney fees and abstract of title to said premises, incurred by reason of this