

442

the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lots Seven (7) and Eight (8) in Block Six (6) in Morningside Addition to the City of Tulsa, Oklahoma, according to the amended plat to the amended plat of the original plat of said addition as filed with the Recorder of Deeds in his office in Tulsa County, Oklahoma;

with all the improvements thereon and appurtenances thereunto belonging and warrant the title of the same. This mortgage is given to secure the principal sum of FIFTY ONE HUNDRED EIGHTY SIX AND 77/100 Dollars, with interest thereon at the rate of 8 per centum per annum, payable from maturity according to the terms of 52 certain promissory notes described as follows to-wit:

51 notes of \$100.00 each dated March 14th, 1923, the first note due April 14th, 1923, and one due each month thereafter for fifty month;
and one note of \$86.77, dated March 14th, 1923, due July 14th, 1927;
all of said notes being signed by E. A. Dreeben and Beckye Dreeben;

FIRST. The mortgagors represent that they have fee simple title to said land, free and clear of all liens and encumbrances, except one first mortgage in favor of F. M. Foster, as appears of record, and hereby warrant the title against all persons, waiving hereby all rights of homestead exemption, and waive the appraisal of said lands in case of sale under foreclosure.

SECOND. If said mortgagors shall pay the aforesaid indebtedness both principal and interest, according to the tenor of said notes as the same shall mature, and shall keep and perform all the covenants and agreements in this mortgage, then these presents shall become void; Otherwise to remain in full force and effect.

THIRD. Said mortgagors agree to pay promptly when due and payable all taxes and assessments that may be levied within the State of Oklahoma, upon said lands and tenements, or upon any interest or estate therein including the interest represented by this mortgage lien; and further to pay any tax, assessment or charge that may be levied, assessed against or required from the holder of said mortgage and notes as a condition to maintain or of enforcing or enjoying the full benefit of the lien of this mortgage, or the collection of said indebtedness; and will pay any and all labor and material liens whether created before or after this date that are lawfully charged against said premises;

And will also keep all buildings erected and to be erected upon said lands, insured against loss and damage by tornado and fire with insurance approved by the mortgagee herein in the sum of \$10,000.00 as a further security for said debt, and assign and deliver to the mortgagee all insurance upon said property to be by it collected, as its interest may appear. In case said mortgagors shall fail to pay any such taxes, assessments charges, labor or material liens or insurance, then the holder of this mortgage and the debt secured hereby may pay said taxes, assessments, insurance, charges and liens, and said mortgagors agree to repay upon demand the full amount of said advances with interest thereon at the rate of ten per cent per annum from the date of such advancement and this mortgage shall be a further lien for the repayment thereof.

FOURTH. Mortgagors agree to pay promptly when due all interest or principal payments on all prior encumbrances if any upon said land, and if mortgagors or their successors in the ownership of the land herein mortgaged, default in payment of either principal or interest of any prior encumbrance, the holder of the notes secured by this mortgage may pay off the entire prior encumbrance in full, and mortgagors agree forthwith to repay same with interest at the rate of ten per cent (10%) per annum from date of such advancement, and the lien of this mortgage shall extend to and protect such advances and interest and if the