

COMPAINT

title of the same. This mortgage is given to secure the principal sum of THIRTY -FIVE HUNDRED & No/100 dollars, with interest thereon at the rate of 8 per centum per annum, payable semi-annually from date according to the terms of one certain promissory note described as follows to-wit:

One First Mortgage Real Estate Note in the sum of \$3500.00, dated April 7th, 1925, due three years after date, with interest thereon at the rate of Eight (8%) per cent per annum, payable semi-annually on the 7th days of October and April in each year, according to the tenor of six (6) interest coupons for \$140.00 each bearing even date with said note and annexed thereto. Both principal and interest payable at the office of the Fidelity Investment Company, Tulsa, Oklahoma. Said note signed by the said Fidelity Investment Company, a corporation in favor of Jake Lyons and C. E. Lahman.

FIRST. The mortgagors represent that they have fee simple title to said land, free and clear of all liens and encumbrances, ----- and hereby warrant the title against all persons, waiving hereby all rights of homestead exemption, and waive the appraisalment of said lands in case of sale under foreclosure.

SECOND. If said mortgagor shall pay the aforesaid indebtedness both principal and interest, according to the tenor of said note 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 note 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 the sum of \$3500.00 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 mortgagor 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 mortgagor 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. Mortgagor -----agree to pay promptly when due all interest or principal payments on all prior encumbrances if any upon said land, and if mortgagor 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 note secured by this mortgage may pay off such prior encumbrance in full, or the amount due thereon whether principal or interest, or 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 same be not paid within thirty (30) days from date of advancement, the holder of the note secured hereby may at any time thereafter proceed to foreclose this mortgage and all the indebtedness secured by said note shall become at once due and payable at the option of the holder thereof.