

#249441 NS

OKLAHOMA FIRST MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS;

That Nola Childers-Tracy and F. R. Tracy, her husband, of Tulsa County, State of Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Mattie J. Estep party of the second party, the following real estate and premises, situated in Tulsa County, State of Oklahoma, to-wit;

Lot Five (5) in Block Nine (9) in Childers Heights Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

(Privilege given to repay this mortgage twelve months from date, or at any interest bearing date thereafter, providing sixty days written notice is given prior to such time.)

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 Thirty Five Hundred and no/100 Dollars, due and payable on the 19th day of January, 1927, 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 six certain promissory notes of even date herewith, given and signed by the makers hereof Nola Childers Tracy and F.R. Tracy, her husband, and payable to the order of the mortgagee herein, and being for the principal sum of Three Thousand Five Hundred Dollars, with six interest coupon notes attached, evidencing said interest, each coupon being for One Hundred and Forty and no/100 Dollars, and coupons being for Dollars, each, and coupons being for Dollars, each.

All sums secured by this mortgage shall be paid at the office of L.N. Ewing, 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 Thirty Five Hundred Dollars, in form and companies satisfactory to said second party or his representative, and that all policies and renewals of same shall be delivered to said second party or his representative;

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 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 recorded 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 Four Hundred Dollars, or such different sum as may be provided for by said