

222809-ACM

MORTGAGE

I hereby certify that I received \$200.00 for the
 Payment No. 7980 of the principal of mortgage
 made by the within parties.
 Dated this 26th day of Feb. 1923.
 WAYNE L. DICKEY, County Treasurer
 W. B.
 Deputy

COMPARED

KNOW ALL MEN BY THESE PRESENTS: That P. A. Strickland, of Sand Springs, of Tulsa County, Oklahoma, party of the first part, has mortgaged and hereby mortgage to W. L. Eagleton Jr., party of the second part the following described premises, situated in Tulsa County, State of Oklahoma to-wit: Lot 5 of Block 6 of Bullington Acre Tract Subdivision of Lots 5, 6 and 7 of Section 7, Township 19 North, Range 12 East with all improvements thereon and appurtenances thereunto belonging, and warrant the title to the same.

This mortgage is given to secure the payment of the principal sum of One Hundred Eighty Seven and 35/100 (\$187.35) Dollars, with interest thereon at the rate of 8 per cent per annum, payable annually from date, according to the terms and at the time and in the manner provided by three certain promissory notes of even date herewith, given and signed by the makers hereof, and payable to the order of the mortgagee herein at W. L. Eagleton Jr., one for \$52.00; and \$47.75 and \$87.60.

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 time when the same fall due and at the place and in the manner provided in said notes 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 part, 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 \$_____ 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 part, to assign the insurance to the grantee of the title.

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 assigns, including insurance upon buildings, and recover the same from the first party with ten 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 suit may be filed, the holder hereof shall recover from the first part an attorney fee of \$25.00 and ten per cent upon the amount due, or such different sum as may be provided for by said notes, which shall be due upon the filing of the petition in foreclosure and which is secured hereby, together with expense of examination of title in preparation for foreclosure, Any expense incurred in litigation of otherwise, including attorney fees and abstract of title to said premises, incurred by reason of this mortgage or to protect its liens, shall be repaid by the mortgagor to the mortgagee or assigns, with interest thereon at the ten per cent per annum, and this mortgage shall stand as security therefor.

AND IT IS FURTHER AGREED that upon a breach of the warranty herein or upon a failure to pay when any sum, interest or principal, secured hereby or any tax or assessment herein mentioned, or to comply with any requirements herein or upon any waste upon said premises, or any removal or destruction of any building or other improvements thereon, without the consent of the said second party, the whole sum secured hereby shall at once and without notice become due and payable at the option of the holder thereof and shall bear interest thereafter at the rate of ten per cent per annum, and the said party of the second part