

255296 - BH

REAL ESTATE MORTGAGE.

This indenture made this eighth day of April, A.D. 1924, by and between FR. Homp ill, a single man, of Tulsa Co unty, State of Oklahoma, party of the first part, and H. E. Hanr, party of the second part.

Witnesseth, that the said party of the first part, for and inconsideration of the sum of nine hundred and fifty five dollars, to him in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, and sold, and by these presents does grant, bargain, sell and convey and confirm unto said party of the second part, and to his heirs, and assigns, forever, all the following described real estate, situated in the county of Tulsa, State of Oklahoma, to-wit:

All of lot one (1) in block one (1) of East Highland addition to the City of Tulsa, according to the recorded plat thereof,

with the tenements, appurtenances and hereditaments thereunto belonging, and all the estate, title and interest of the said party of the first part herein together with the rents issues and profits thereof. And the said party of the first part does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances. Except a mortgage of record to the Oklahoma City Building and Loan Association for the sum of four thousand dollars (\$4000.00)

This grant is intended as a mortgage to secure the payment of the sum of nine hundred and fifty five dollars, together with the interest thereon according to the terms of one certain promissory note executed and delivered by the said party of the first part to the said party of the second part, described as follows: Of even date herewith for the sum of \$955.00, payable in monthly installments of \$50.00 together with interest on the unpaid balance of the principal at the rate of 8% per annum, the first installment being due and payable on the first day of May, 1924, and a like installment being due and payable on the first day of each succeeding month until the note shall have been paid in full. Installments of principal or interest not paid when due to bear interest at the rate of ten per cent per annum after their respective maturities until paid.

Said party of the first part shall, while any part of said principal or interest remains unpaid, pay all taxes and assessments on said mortgaged property when they shall become due, and shall keep the buildings on said premises in good repair and insured to the satisfaction of the holder hereof in the sum of \$4000.00 and the policy in case of loss, payable to the holder as his interest may appear, whether the debt be due or not, and shall pay all interest as soon as it becomes due, and in case of failure to comply with any of these provisions, at the option of the holder hereof, such tax or assessment may be paid and such insurance effected by the holder hereof, and the amounts so paid shall be a lien on the premises aforesaid and draw interest at the rate of ten per cent per annum, payable semi-annually, from date said sums are expended, all such sums shall be secured by this mortgage and be collected in the same manner as the principal debt hereby secured.

Now, if the party of the first part shall fail to pay, or cause to be paid, any of the note or notes secured hereby, or shall fail in any of the terms or conditions of the said prior bond or mortgage, or if at any time there remains unpaid any interest, insurance premiums, taxes or assessments, after the same becomes due, or should said mortgagors commit waste on said described premises, then the said note and all the sums secured by this mortgage shall immediately become due and payable, at the option of the holder hereof, without notice or demand and the holder hereof may at once cause this