

449, page 225, Brady Brown, Deputy.

(SEAL) O.G. Weaver, County Clerk.

258371 - BH

OKLAHOMA FIRST MORTGAGE.

Know all men by these presents: That S. W. Akin and Edna J. Akin, his wife of
Tulsa County, State of Oklahoma, parties of the first part have mortgaged and hereby
mortgage to M. B. Brickner, party of the second part the following described real estate
and premises, situate in Tulsa County, State of Oklahoma, to-wit:

The westerly eighty (80) feet of lot four (4) in block
one hundred twenty six (126) of the original town, now City
of Tulsa, Tulsa County, Oklahoma, according to the recorded plat
thereof.

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 four thousand and no/100
dollars, due and payable on the 12th day of May, 1927, with interest thereon at the
rate of 8 percent per annum, payable semi-annually from date, and at the time and in
the manner provided by one certain promissory notes of even date herewith, given and
signed by the maker hereof S. W. Akin, and Edna J. Akin, his wife, and payable to the order
of the mortgagee herein, and being for the principal sum of four thousand and no/100
dollars, with six interest coupon notes attached, evidencing said interest, each coupon
being for one hundred sixty and no/100 dollars.

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 four thousand and no/100 dollars in form and companies
satisfactory to said second party or his representatives, 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 secured hereby, and that in case of a foreclosure hereof and as often as any fore-
closure 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
note which shall be due upon the filing of the petition in foreclosure and which is
secured hereby, and which the first party promises and agrees to pay, together with