

258652- BH

REAL ESTATE
FIRST MORTGAGE.
EXCHANGE TRUST COMPANY
City Form, Oklahoma,

15002

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May

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S.B.

This mortgage made this 13th day of May, A.D. 1924, by and between Samuel H. Freidman and Fannie Freidman, husband and wife, of Tulsa County, in the State of Oklahoma, as the parties of the first part (hereinafter called mortgagors, whether one or more) and Exchange Trust Company, a corporation, of Tulsa, Oklahoma, as the party of the second part, (hereinafter called mortgagee).

Witnesseth, that said parties of the first part, for the purpose of securing the payment of the sum of five thousand and no/100 dollars, the receipt of which is hereby acknowledged, and also the interest thereon, as hereinafter set forth, do by these presents mortgage unto said party of the second part, its successors and assigns, all the following described real estate, situated in Tulsa County and State of Oklahoma, to-wit:

Lot twenty six (26) in block two (2) in Carlton Place
addition to the City of Tulsa Tulsa County, Oklahoma,
according to the recorded plat thereof; also known as
1407 South Carson Avenue, Tulsa, Oklahoma,

To have and to hold the same, together with all and singular the improvements thereon, the tenements, hereditaments thereof, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever.

Said mortgagors hereby covenant that they are owners in fee simple of said premises; that the same are free and clear of all incumbrances; and will warrant and defend the same against all lawful claims of any other person.

This mortgage is given to secure the payment of one certain promissory note in the sum of five thousand dollars, of even date herewith, bearing interest at the rate of six per cent per annum, payable semi-annually, with installments maturing thereon as follows: Four hundred & no/100 dollars, (\$400.00) on the first day of June, A.D. 1925, Four hundred & no/100 dollars (\$400.00) on the first day of June, A.D. 1926, Four hundred & no/100 dollars (\$400.00) on the first day of June, A.D. 1927, Four hundred & no/100 dollars (\$400.00) on the first day of June, A.D. 1928

and the balance of thirty four hundred dollars (\$3400.00) on the first day of June, A.D. 1929, all payable at the office of the mortgagee, bearing interest after maturity at the rate of ten (10) per cent per annum, payable semi-annually; and this mortgage shall also secure the payment of any renewals of said indebtedness.

Said mortgagor agree to insure the buildings on said premises against loss by fire, tornado, lightning, explosion or riot in the sum of \$6,500.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. All policies taken out of issue on this property, even though the aggregate exceeds the amount of this mortgage, shall be assigned to the mortgagee as additional security and in case of loss under any policy the mortgagee may collect all moneys payable and receivable thereon and apply the same to the payment of the indebtedness hereby secured or may elect to have the building repaired or replaced. In case of failure, neglect or refusal to procure and maintain such insurance or to deliver the policies to the mortgagee herein, the mortgagee may, at its option, without notice, insure or reinsure the improvements on said real estate and the amounts of premiums paid therefor shall be secured hereby and shall be deemed immediately due and payable to mortgagee, and shall bear interest until paid at 10% per annum from date of such payment.

Said mortgagors agree to pay all taxes and assessments lawfully assessed on said premises before delinquent and shall satisfy and discharge any and all liens, charges