

Filed for record in Tulsa, Co. Okla. on June 11, 1924, at 4:20 P.M. recorded in book 449, page 493, Brady Brown, Deputy.

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

260372 - BH

REAL ESTATE MORTGAGE.

Know all men by these presents, that James Economakis, a single man, of Tulsa County, in the State of Oklahoma, party of the first part, hereby mortgage to Ira C. Paschal party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot fourteen (14) in block two (2) Hudson addition
to the 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 of the same. This mortgage is given to secure the principal sum of seven hundred and no/100 dollars with interest thereon at the rate of 10 percentum per annum, payable from date until paid, according to the terms of one certain promissory note, described as follows, to-wit: One promissory note dated May 9th, 1924, for \$700.00 due on or before six months after date, bearing interest at the rate of ten per cent per annum from date until paid;

First: The mortgagors represent that they have ^{free} simple title to said land, and clear of all liens and encumbrances, except first mortgage as appears of record, and hereby warrant the title against all persons, waiving thereby all rights of homestead exemption, and waive the appraisement, of said lands in case of sale under foreclosure.

Second. If said mortgagor shall pay the aforesaid indebtedness both principal and interest, according to the tenor of said note, as the same shall mature, and shall keep and perform all the covenants and agreements in this mortgage, then these presents shall become void; otherwise to remain in full force and effect.

Third: Said mortgagor agree to pay promptly when due and payable all taxes and assessments that may be levied within the State of Oklahoma upon said lands and tenements, or upon any interest or estate therein including the interest represented by this mortgage lien; and further to pay any tax, assessment or charge that may be levied, assessed against or required from the holder of said mortgage and note as a condition to maintain or of enforcing or enjoying the full benefit of the lien of this mortgage, or the collection of said indebtedness, and will pay any and all labor and material liens whether created before or after this date that are lawfully charged against said premises;

And will also keep all buildings erected or to be erected upon said lands, insured, against loss and damage by tornado and fire with insurance approved by the mortgagee herein in the sum of \$600.00 as a further security for said debt, and assign and deliver to the mortgagee all insurance upon said property to be by it collected, as its interest may appear. In case said mortgagor shall fail to pay any such taxes, assessments, charges, labor or material liens or insurance, then the holder of this mortgage and the debt secured hereby may hereby pay said taxes, assessments, insurance, charges and liens, and said mortgagor agree to repay upon demand the full amount of said advances with interest thereon at the rate of ten per cent per annum from the date of such advancement and this mortgage shall be a further lien for the repayment thereof.

Fourth: Mortgagor agree to pay promptly when due all interest or principal payments on all prior encumbrances of any upon said land and if mortgagor or their