

THE STATE OF OKLAHOMA  
 COUNTY OF TULSA  
 15304  
 June 1924  
 J.B.

260375 - BH

REAL ESTATE MORTGAGE.

Know all men by these presents: That Davis Floyd and Gertrude Floyd, his wife, of Tulsa County, in the State of Oklahoma, parties of the first part hereby mortgage to Fred Y. Cronk, party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lots forty four (44) forty five (45) and forty six (46)  
 in Block three (3) Douglas Place addition to the City  
 of Tulsa, Tulsa County, State of Oklahoma, according to  
 the recorded plat thereof,

with all the improvements thereon and appurtenances thereto belonging and warrant the title of the same. This mortgage is given to secure the principal sum of two hundred seventy and no/100 dollars, with interest thereon at the rate of 10 per centum per annum, payable from date, monthly on deferred balance, according to the terms of one certain promissory note described as follows, to-wit: One promissory note dated May 23rd, 1924, in the sum of \$270.00 payable in installments of \$15.00 per month beginning June 23rd, 1924, together with interest at the rate of ten per cent per annum payable monthly on deferred balance; signed by the said Davis Floyd and Gertrude Floyd, his wife, and made in favor of the said Fred Y. Cronk.

First: The mortgagors represent that they have fee simple title to said land, free and clear of all liens and encumbrances, and hereby warrant the title against all persons, waiving hereby all rights of homestead exemptions, and waive the appraisal of said lands in case of sale under foreclosure.

Second: If said mortgagors 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 mortgagors 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 and 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 \$\_\_\_\_\_ 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 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: Mortgagors agree to pay promptly when due all interest or principal pay-