

228050 C. J. 8987 500
 187 of the ...
 Date 20 Apr 1923
 WYAL ...
 Deputy

OKLAHOMA REAL ESTATE MORTGAGE

COMPALED

IN CONSIDERATION OF Five Thousand and No/100
 (\$5000.00) DOLLARS Etta M. Devinna and Maurice
 A. Devinna, her husband of Tulsa County, State of
 Oklahoma, (who will be described and referred to

now and hereinafter in this instrument in plural as Mortgagors, whether one or more in number),
 hereby grant, bargain, sell, convey and mortgage unto Ewing Halsell mortgagee, the following
 described real estate, situated in Tulsa County, Oklahoma, to-wit:

Southeast Quarter of Northeast Quarter and Southwest Quarter of
 Northeast Quarter of Northeast Quarter of Section 26, Township
 20 North, Range 13 East

with all the improvements thereon and appurtenances thereunto belonging.

The mortgagors represent that they have fee simple title to said land, free and clear
 of all liens and incumbrances, and hereby warrant the title against all persons, waiving
 hereby all rights of homestead exemption, and waive the appraisalment of said land in case
 of sale under foreclosure.

PROVIDED, That whereas said mortgagors are justly indebted unto said mortgagee in
 the principal sum of Five Thousand and No/100 (\$5000.00) DOLLARS, for a loan thereof made by
 said mortgagee to said mortgagors and payable according to the tenor of ten (10) certain
 principal notes executed by said mortgagors, bearing date April 7, 1923 payable to the order
 of said mortgagee as follows: \$500.00 on the 7th day of October and April of each year be-
 ginning with October 7, 1923 for the first payment, and final payment to be made April 7,
 1928 with interest from date until default or maturity, at the rate of Seven (7) per cent.
 per annum, and after default or maturity, at the rate of ten per cent, per annum, payable
 semi-annually both before and after maturity, the installments of interest until maturity be-
 ing evidenced by Fifty-Five coupons attached to said principal note, and of even date there-
 with, and payable to the order of said mortgagee, both principal and interest being payable
 at Vinita, Oklahoma. 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 of this mortgage, then these presents to become
 void; otherwise to remain in full force and effect.

Said mortgagors agree to pay 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, or upon the mortgage or the note
 or debt secured hereby; 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
 maintaining or enforcing or enjoying the full benefit of the lien of this mortgage, or the
 collection of the said indebtedness, In case said mortgagors shall fail to pay any such
 taxes, assessments or charges, then the holder of this mortgage and the note secured hereby
 may pay said taxes, assessments or charges, and said mortgagors agree to repay upon demand
 the full amount of said advances, with interest at the rate of ten per cent. per annum from
 date of such advancement, and this mortgage shall be a further lien for the repayment thereof.

The mortgagors agree to keep all buildings and improvements upon said land in as good
 condition as they now are; to neither commit nor suffer waste; to maintain continuously until
 this loan is fully paid, both fire and tornado insurance upon all buildings in a company satis-
 factory to the mortgagee or assigns, in a sum not less than----- Dollars, payable in case
 of loss to mortgagee or assigns, upon the mortgage indebtedness, all insurance policies to
 be delivered unto mortgagee or assigns as soon as written, and by them retained until the
 payment of this obligation. And the mortgagors authorize the holder hereof to repair any