

By Brady Brown, Deputy,

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

231859 - BH

COMPARED

REAL ESTATE MORTGAGE.

Know all men by these presents, that in consideration of two thousand dollars, the receipt of which is hereby acknowledged, John Baker and Mary Agnes Baker, his wife, of -- County, State of Oklahoma, mortgagors, hereby grant, bargain, sell, convey and mortgage unto Nicholas J. Gubser, mortgagee, the following described real estate, situate in Tulsa County, Oklahoma, to-wit:

Lot thirteen (13) in Block nine (9) in Cherokee Heights addition to the City of Tulsa, according to the recorded plat thereof. I hereby certify that I received \$200.00 and issued Receipt No. 4771 in payment of mortgage tax of the Tulsa County. Based on 29 May 1928
WAYNE L. DICKLEY, County Treasurer

The mortgagors represent that they have fee simple title to said land, free and clear from all liens, and incumbrances, and hereby warrant the title against all persons, waiving hereby all rights of homestead exemption, appraisement, stay and redemption.

Provided, that whereas, said mortgagors John Baker and Mary Agnes Baker, his wife, are justly indebted to said mortgagee in the principal sum of two thousand dollars, for a loan thereof made by said mortgagee to said mortgagors and payable according to the tenor of one certain principal note executed by said mortgagors, bearing even date herewith, payable to the order of said mortgagee on the 28th day of May, 1928, with interest from date until default or maturity, at the rate of eight per annum, and after default or maturity, at the rate of ten per cent per annum, payable quarter-annually, both before and after maturity, at Tulsa Okla.

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. In case said mortgagors shall fail to pay any such taxes, assessments or charges, then the holder of this mortgage and the note secured thereby 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 advances, and this mortgage shall be a further lien for the payment 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 both fire and tornado insurance upon all buildings in a company satisfactory to mortgagor or assigns, in a sum not less than two thousand 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 holders hereof to repair any waste, and to take out policies of insurance, fire, tornado or both, should mortgagors default in so doing, and to advance the money therefor; and to repay such advances with interest at the rate of ten per cent per annum, mortgagors