

464

236575 C. J. JAMES, JR. COMPARED

I hereby certify that I received \$122.00 and issued Receipt No. 10799 therefor in payment of mortgage tax on the within mortgage.

Dated this 25 day of 7 1923

W. W. Stucky

P.S.B.

## OKLAHOMA REAL ESTATE MORTGAGE

IN CONSIDERATION OF SIX HUNDRED DOLLARS in hand paid, the receipt whereof is hereby acknowledged Charles P. Yadon and Eva L. Yadon, his wife, of Tulsa County, State of Oklahoma ( who will be

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

Lot Two (2), Block Eleven (11), of Broadmoor Addition to the City of Tulsa

The mortgagors represent that they have fee simple title to said land, free and clear of all liens and incumbrances except a mortgage in the amount of \$4500.00 to the Exchange Trust Company and hereby warrant the title against all persons, waiving hereby all rights of homestead exemption.

PROVIDED, That Whereas said mortgagors are justly indebted unto said mortgagee in the principal sum of Six Hundred Dollars, for a loan thereof made by said mortgagee to said mortgagors and payable according to the tenor of Six certain principal notes executed by said mortgagors, bearing date of August 1, 1923, payable to the order of said mortgagee and payable one on the first day of September, 1923, and one on the first day of each succeeding month, and in the amount of One Hundred Dollars (\$100.00) each, with interest from date until default or maturity, at the rate of 8 per cent, per annum, and after default or maturity, at the rate of ten per cent per annum, both principal and interest being payable at Exchange National Bank, Tulsa, 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 up on 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 satisfactory to the mortgagee or assigns, in a sum of not less than Five 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