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#240486 NS

COMPARED

OKLAHOMA FIRST MORTGAGE

I hereby certify that I have received \$158 and issued
 Receipt No. 11893 thereon as payment of mortgage
 tax on the within mortgage.
 Dated this 20 day of Sept. 1926
 W. W. Stuckey, County Treasurer
A. James

KNOW ALL MEN BY THESE PRESENTS;

That James Cecil, a single man, of Tulsa County, State of Oklahoma, party of the first part, has mortgaged and hereby mortgage to Lida C. Welsh, party of the second part, the following described real estate and premises, situated in Tulsa County, State of Oklahoma, to-wit;

Lot Thirteen (13) Block Two (2) Fairmont 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 to the same.

This mortgage is given to secure the principal sum of Two Thousand Five Hundred Dollars, due and payable on the 10th day of Sept. 1926, with interest thereon at the rate of 9 per cent per annum, payable Semi annually from date, according to the terms and at the time and in the manner provided by one certain promissory note of even date herewith, given and signed by the makers hereof James Cecil and payable to the order of the mortgagee herein, and being for the principal sum of Two Thousand Five Hundred Dollars, with six coupon notes attached evidencing said interest, one coupon being for One Hundred Twelve & 50/100 Dollars each.

All sums secured by this Mortgage shall be paid at the office of C. H. Overton, Tulsa, Oklahoma, unless otherwise specified in the note and coupons.

It Is Expressly Agreed and Understood by and between the said parties hereto, that this Mortgage is a first lien upon said premises, that the party of the first part will pay said principal and interest at the times when the same fall due and at the place and in the manner provided in said note, and will pay all taxes and assessments against said land when the same are due each year, and will not commit or permit any waste upon said premises; that the buildings and other improvements thereon shall be kept in good repair and shall not be destroyed or removed without the consent of the second party, and shall be kept insured for the benefit of the second party or its assigns, against loss by fire or lightning for not less than Three Thousand Dollars, in form and companies satisfactory to said second party, and that all policies and renewal receipts shall be delivered to said second party. If the title to the said premises be transferred said second party is authorized, as agent of the first party, to assign the insurance to the grantee of the title.

Party of the first part and her heirs executors, administrators and assigns, will warrant the quiet enjoyment of the aforesaid premises to the said party of the second part, his heirs, executors, administrators and assigns, and will forever defend the aforesaid premises against the lawful claims and demands of all persons.

IT IS FURTHER AGREED AND UNDERSTOOD that the said second party may pay any taxes and assessments levied against said premises or any other sum necessary to protect the rights of such party or its assigns, including insurance upon buildings, and recover the same from the first party with 9 per cent interest, and that every such payment is secured hereby, and that in case of a foreclosure hereof and as often as any foreclosure hereof may be filed, the holder hereof may recover from the first party an attorney fee of Two Hundred Dollars, or such different sum as may be provided for by said note.. which shall be due upon the filing of the petition in foreclosure and which is secured