

Number 701

TITLE GUARANTEE AND TRUST
COMPANY
TULSA OKLA.

DOLLARS \$2500.00

OKLAHOMA FIRST MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That Margaret C. Nichols, a widow of Tulsa County, in the State of Oklahoma, part of the first part, have mortgaged and hereby mortgage to Title Guarantee & Trust Company of Tulsa, Oklahoma party of the second part, the following described real estate and premises, situate in Tulsa County, State of Oklahoma, to-wit:

Lots Six (6) in Block Thirteen (13) Hodge Addition to the City of Tulsa and Lots 5, 6, and 7 in Nichols Plat, a Re-Subdivision of Lots 1, 2, 3, 4, 5, and 6 in Block One (1) in Parkdale Addition to the City of Tulsa, Tulsa County, Oklahoma.

with all the improvements thereon and appurtenances thereunto belonging, and warrant the title to the same

This Mortgage is given to secure the principal sum of TWENTY-FIVE HUNDRED DOLLARS, with interest thereon at the rate of 8% per cent per annum, payable semi-annually from date according to the terms of one certain promissory note, described as follows, to-wit:

Note for \$2500.00, executed by Margaret C. Nichols, a widow, and John Edward Nichols, to the Title Guarantee & Trust Company, dated August 13th, 1923, with interest at 8% payable semi-annually, due August 13th, 1923.

executed by the makers hereof, of even date herewith, due and payable to the order of the second party, with interest at the rate of 8% per centum per annum until due, and at the rate of ten per centum per annum after maturity.

The interest before maturity is further evidenced by four coupons attached to the principal note, principal and interest payable at the place designated in said note and coupons. The party of the first part hereby makes the following special covenants to and with said party of the second part and their assigns, to-wit:

FIRST. That said first party will procure separate policies of insurance against fire and tornadoes, each in the sum of FOUR THOUSAND AND NO/100 Dollars, and maintain the same during the life of this mortgage for the benefit of the mortgagee or their assigns and made payable to the mortgagee or assigns as his or their interest may appear.

SECOND. That the first party will pay all taxes and assessments, whether general or special, lawfully levied or assessed on said premises before the same become delinquent.

THIRD. That the said first party will keep and maintain all improvements on the premises in good condition.

FOURTH. Upon any breach of the first, second or third special covenants of this mortgage hereinbefore enumerated, as well as for the failure to pay any part of the indebtedness hereby secured, either principal or interest, at the time the same become due, the holder of this mortgage may declare the entire sum or sums secured hereby due and payable, without notice and shall be entitled to a foreclosure of this mortgage for the satisfaction thereof.

FIFTH. In case of default in payment of any insurance premium, taxes or assessments, the holder of this mortgage may pay and discharge the same, and all such sums so paid shall be secured by the lien of this mortgage and draw, interest at the rate of ten per cent per annum, provided that such payments by the mortgagee shall not operate as a waiver of the right to foreclose the mortgage under the provisions of the fourth special covenant hereinbefore set out.

SIXTH. Upon any default entitling the holder hereof to a foreclosure and if the indebtedness secured by this mortgage shall be collected by an attorney or through proceedings in any County, State or Federal Court, an additional sum of ten per cent of the amount due shall be recovered as attorney's fees and shall be included in any judgment or decree of foreclosure as a part of the indebtedness secured, by this mortgage.

SEVENTH. Party of the first part, for said consideration do--hereby expressly waive appraisalment of said real estate and all benefits of the homestead, exemption and stay laws in Oklahoma.

Dated this 15th day of August 1923

hen
Margaret C. Nichols
mark

Witnesses:
L. C. Querry
Vivian Simon

STATE OF OKLAHOMA ss.
TULSA COUNTY

Before me, Wm Querry a Notary Public in and for said County and State, on this 14th day of August 1923, personally appeared Margaret C. Nichols, a widow to me known to be the identical person who executed the within and foregoing instrument by her mark, in my presence and in the presence of L. C. Querry and Vivian Simon as witnesses, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth

Witness my hand and official seal, the day and year above set forth.

My Commission Expires 10/13. 1923

Wm. Querry
Notary Public.

(SEAL)

State of Oklahoma ss.
Tulsa County

This instrument was filed for record on the 14 day of August 1923, at 4.15 o'clock P. M. and duly recorded in Book 468 on Page 10

(SEAL)

O. G. Weaver,
Register of Deeds.
By Brady Brown
Deputy