~474

That Arthur C, Porter, a widower of Tules County, in the State of Oklahoma, parties of the first part, have mortgaged and hereby mortgage to TITLE GUARANTEE & TRUST COMPANY of Tules Oklahoma, party of the second part, the following described real estater ENGURERY ECONOMISEMENT in Tules County, State of Oklahoma, to-wit;

I hereby certify that I received \$1.80 and issued to Twelve (12) in Block Thirteen (13) Highlands First average and part is a payment of monlaged

Lot Twelve (12) in Block Thirteen (13) Highlands First axon the within morrage.

Addition to the City of Tulsa, Tulsa County, Oklahoma, Dated this S. day of County Treasurer

according to the recorded plat thereof,

Privelege reserved to pay \$500,00 or rultiple at interest dates on giving 30 days not result with all the improvements thereon and appurtenances thereunto belonging, and warrant the title to the same.

This Mortgage is given to secure the rincipal sun of Three Thousand and no/100 Dollars with interest thereon at the rate of 8 per cent per annum, payable semi- annually from Oct., 1923 according to the terms of one certain promissory note, described as follows to-wit;

Note for \$3000,00 of even date due October 1st, 1925, with interest at 85 payable semi-annually from October 1st, 1925, according to the terms of Coupon interest notes attached thereto, executed by the makers he eof of even date herewith, due and payable to the order of the second party, with interest thereon 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 six 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 ploicies of insurance against fire and tornadoes, each in the sum of Three Thousand and no/100 Dollars and maintain the same during the life if this mortgage for the benefit of the mortgagee or their assigns, and make 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; commit or suffer no waste thereon, and not allow said premises to become in a dilapidated condition.

FOURTH. Upon any breach of the first second or third special covenents of this mortgage hereinbefore enumerated as weal 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 entitleing the holder hereof to a foreclosure and if the idebtedness
by this mortgage shall be collected by an attorney or through proceedings in any County,
State of 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 idebtedness secured by this mortgage.

SEVENTH, Party of the first part, for said consideration, does hereby expressly waive approximent of siad real estate and all benefits of the homestaed, exemption and stay laws of Oklahoma.

