

240056 C.J.

OKLAHOMA
REAL ESTATE MORTGAGE

COMPARED

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 6.22 and issued Receipt No. 11521 therefor in payment of mortgage tax on the within mortgage.

Dated this 14 day of Sept., 1923
W. W. Stuckey, County Treasurer

Deputy

THIS INDENTURE, made this 13th day of July in the year of our Lord One Thousand Nine Hundred and Twenty-three by and between Henry C. Armstrong, a widower, of the County of Tulsa and State of Oklahoma, party of the first part, mortgagor; and the AETNA LIFE INSURANCE

COMPANY, a corporation organized under the laws of the State of Connecticut, having its principal office in the City of Hartford, Connecticut, party of the second part, mortgagee;

WITNESSETH, that the said party of the first part, for and in consideration of the sum of Six Thousand Dollars, to him in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm unto said party of the second part and to its successors and assigns, forever, all the following described real estate, lying and situate in the County of Tulsa and State of Oklahoma, to-wit:

The Southeast quarter of Section Eleven, in Township Nineteen, North, Range Fourteen, East of the Indian Meridian, Containing 160 acres, more or less.

TO HAVE AND TO HOLD THE SAME, with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all rights of homestead exemption unto the said party of the second part, and to its successors and assigns forever. And the said party of the first part does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that he will WARRANT AND DEFEND the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the claims of all persons whomsoever.

This mortgage is given as security for the performance of the covenants herein, and the payment to the AETNA LIFE INSURANCE COMPANY at its office in Hartford, Connecticut, its successors or assigns, the principal sum of Six Thousand Dollars according to the terms and conditions of one promissory note, made and executed by Henry C. Armstrong party of the first part and Walter R. Armstrong bearing even date herewith, with interest thereon from date, which interest is evidenced by coupon interest notes thereto attached, and the mortgagor agrees that the said mortgagee shall be subrogated for further security to the lien, though released of record, of any and all prior encumbrance upon said real estate paid out of the proceeds of the loan secured hereby, and it is hereby further agreed and understood that this mortgage secures the payment of all renewal, principal or interest notes that may hereafter be given in the event of any extension of time for the payment of said principal debt, to evidence said principal or the interest upon the same during the said time of extension.

IT IS HEREBY AGREED that all covenants and stipulations in these presents contained shall bind the heirs, executors, administrators and assigns of the Mortgagor and shall inure to the benefit of and be available to the successors and assigns of the Mortgagee. It is further agreed that granting any extension or extensions of time of payment of said note either to the makers or to any other person, or taking of other or additional security for payment thereof, or waiver of or failure to exercise any right to mature the whole debt under any covenant or stipulation herein contained shall not in any wise affect this mortgage nor the rights of the Mortgagee hereunder, nor operate as a release from any personal liability upon said note nor under any covenant or stipulation herein contained. And further, the Mortgagor does hereby expressly covenant, stipulate and agree as follows:

FIRST: To pay before the same shall become delinquent all taxes and assessments of whatsoever character on said land, and all taxes or assessments that shall be made upon said