241908 C.J.

OKLAHOMA FIRST MORTGAGE   COMPARED

KNOW ALL MEN BY THESE PRESENTS:

That Robt. E. Adams and Sara E. Adams, his wife, and W.

Frank Walker and Olga V. Walker, his wife of Tulsa

County,   State of Oklahoma, parties of the first

part, have mortgaged and hereby mortgage to Nellie

L. Brown, party of the second part, the following described real estate and premises, situated

in Tulsa County, State of Oklahoma, to-wit: All of the West Forty One and one-half (41-5)

feet of Lot Numbered Seven (7), in Block Numbered Two (2), in the Weaver Addition to the

City of Tulsa, according to the OFFICIAL RECORDED PLAT thereof, 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 Four Thousand and No/100 Dollars,

due and payable on the 17th day of September, 1926, with interest thereon at the rate of Eight

per cent per annum, payable semi-annually from date, according to the terms and at the time

and in the manner provided by their one certain prommissory note of even date herewith, given

and signed by the makers hereof named above, and payable to the order of the mortgagee herein,

and being for the principal sum of Four Thousand and No/100 Dollars,

All sums secured by this Mortgage shall be paid at the office of FIRST NATIONAL

BANK, Tulsa, Oklahoma, unless otherwise specified in the note.

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 Four Thousand & No/100 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 their 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 pre-

mises 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 10 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 Four 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 hereby, and which the first party promises

and agrees to pay, together with expense of examination of title in preparation for foreclosure.

Any expense incurred in litigation or otherwise, including attorney fees and abstract of title

to said premises, incurred by reason of this mortgage or to protect its liens, shall be re-

paid by the mortgagor to the mortgagee or assigns, with interest thereon at 10 per cent per

annum, and this mortgage shall stand as security therefor.