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and will warrant and defend the same, and that the same, and that the same is free and clear of all incumbrance of whatsoever kind except two certain Mortgages, the first for \$2,500.00 made to Home Building & Loan Association of Tulsa, Okla., the second for \$1,740.00 to L. O. Cook, Tulsa Okla. This grant is intended as a mortgage to secure the payment of the sum of Three hundred seventy six and 08/100 (\$376.08) DOLLARS payable as follows, to wit: ^{COMPARED} \$186.04 1st April 1924 \$186.04 1st October 1924 ~~1st October 1924~~, with interest thereon at 8% per annum payable semi-annually according to the terms of two certain promissory notes this day executed and delivered by the said parties of the first part to the said party of the second part; and this conveyance shall be void if such payment be made as herein specified. Now if payment is made as provided, this mortgage shall be released at the cost of the mortgagors, which costs they agree to pay, but if said sum of money, or any interest thereon, is not paid when due, or if any taxes or assessments now or hereafter levied or imposed in said county or state, against said real estate, or upon this mortgage or the notes secured thereby, or if any installment of principal or interest on any mortgage or lien prior to this are not paid when the same are due and payable, or if default be made in the agreement to keep said property insured, as hereinafter set forth, then, in either of these cases, the sum hereby secured, with the interest thereon, shall immediately become due and payable, at the option of the mortgagee or assigns without notice. But the legal holder of this mortgage may, at his option, pay such taxes, assessments or installments of principal or interest, or charges for insurance, so due and payable, if the mortgagor or assigns shall neglect or refuse to pay, and said amounts, together with interest thereon, at the rate of 10 per cent per annum, payable semi-annually, shall be an additional lien upon the said mortgaged property; and the same shall be secured by this mortgage, and it shall be lawful for said party of the second part, its successors or assigns, at any time thereafter, to sell the premises hereby granted or any part thereof, in the manner prescribed by law, appraisement hereby waived, or not, at the option of the party of the second part, its successors or assigns, and the said mortgagee or assigns shall be entitled to the immediate possession of the premises and the rents, issues and profits thereof and out of all moneys arising from such sale to retain the amount then due for principal and interest, together with the cost and charges of making such sale; and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said parties of the first part their heirs and assigns.

Said mortgagors agree to keep the buildings erected or to be erected on said land insured against loss by fire, lightning and wind storms to the amount of 2,000.00 DOLLARS, to the satisfaction, and for the benefit of the mortgagee or assigns, from this time until said debt and all liens by virtue hereof are fully paid.

And said mortgagors further expressly promise and agree that in the event the note or notes secured hereby are placed in the hands of any attorney for collection by suit or otherwise, or if action is brought to foreclose this mortgage for default in any of the conditions herein that they will pay a reasonable attorney's fee of Fifty (\$50.00) DOLLARS, which this mortgage also secures; and do hereby, for value received, expressly waive appraisement of real estate, together with all rights of stay, redemption and homestead.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

S. R. Smith

Mrs. Clara E. Smith

STATE OF OKLAHOMA)
) SS
TULSA COUNTY)

Before me, W. H. Mainwaring, a Notary Public within and for said County and State on this ---- day of October 1923, personally appeared S. R. Smith and Clara E. Smith, his