

240307 C.J.

FIRST REAL ESTATE MORTGAGE

COMPARED

475

TREASURER'S ENDORSEMENT

I hereby certify that I received \$6.50 and issued Receipt No. 11570 therefor in payment of mortgage tax on the within mortgage.

Dated this 19 day of Sept. 1923
W. W. Stuckey, County Treasurer

A. J. Hamel
Deputy

THIS INDENTURE, Made this 15th day of September in the year of our Lord One Thousand Nine Hundred Twenty-three by and between C. E. Ward and Clora Ward, his wife, of the County of Tulsa and State of Oklahoma, parties of the first part, and A. J. Hamel party of the second

part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Sixty-five Hundred & No/100 DOLLARS to them in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm, unto said party of the second part, and to his heirs and assigns, forever, all of the following described tract, piece or parcel of land lying and situate in the County of Tulsa and State of Oklahoma, to-wit:

Lot Ten (10), in Block Sixteen (16), in Lynch-Forsythe Addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof.

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 his heirs and assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, his heirs and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, And this instrument is made, executed and delivered upon the following conditions, to-wit:

FIRST: Said C. E. Ward and Clora Ward, his wife, are justly indebted unto the said party of the second part in the principal sum of SIXTY-FIVE HUNDRED DOLLARS, in lawful money of the United States, being for a loan thereof made by the said party of the second part to the said parties of the first part, and payable according to the tenor and effect of one certain negotiable promissory note, executed and delivered by the said first parties, bearing date September 15th, 1923 payable to the order of said second party in monthly installments of \$100.00 each, with interest thereon from date until maturity, at the rate of eight per cent per annum, payable monthly on the 15th days of each month until the full amount of principal and interest has been paid, and ten per cent per annum after maturity, and payable to the order of said party of the second part. All principal and interest payable at office of Tulsa Security Company, 231 Iowa Building, Tulsa, Oklahoma.

SECOND: Said parties of the first part agree to pay all taxes and assessments on said lands and premises when the same are due, and to keep such buildings and improvements on said land insured against fire and tornadoes in such companies and in such amounts as second party or assigns may name; the policy to have loss payable clause made to the holder hereof, as additional security to this loan and if the taxes or insurance premiums are not paid when due by the parties of the first part, the holder hereof may pay the same, and this mortgage shall be security also for such payments, with interest thereon at the rate of ten per cent per annum and the first parties assume all responsibility of proofs and care and expense of collecting said insurance if loss occurs.

THIRD: The said parties of the first part agree to keep all buildings, fences and improvements on said land in as good repair as they now are, and not to commit or allow any waste