

245282 C.J.

UNITED STATES OF AMERICA  
STATE OF OKLAHOMA

COMPARED

NUMBER

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TITLE  
GUARANTEE and TRUST  
COMPANY  
TULSA, OKLA.O K L A H O M A  
S E C O N D M O R T G A G EDOLLARS  
\$400.00

TREASURER'S ENDORSEMENT

I hereby certify that I received \$400.00 and issued  
Receipt No. 2638 therefor in payment of mortgage  
tax on the within mortgage.Dated this 24 day of May, 1923

W. W. Stanley, County Treasurer

Deputy

KNOW ALL MEN BY THESE PRESENTS:

That C. E. Warner and May Warner, his wife of Tulsa County, in the State of Oklahoma, parties of the first part, have mortgaged and hereby mortgage to J. M. Winters of Tulsa, Oklahoma, party of the second part, the following described real estate and premises, situate in Tulsa County, State of Oklahoma, to-wit: Lot One (1) in Block Four (4) Ingram-Lewis Addition to the City of Tulsa, and the West half ( $W\frac{1}{2}$ ) of Lot Nine (9) Ozark Garden Farms, a subdivision of the North half ( $N\frac{1}{2}$ ) of the Northwest Quarter ( $NW\frac{1}{4}$ ) of the Southwest Quarter ( $SW\frac{1}{4}$ ) and the Northwest Quarter ( $NW\frac{1}{4}$ ) of the Northeast Quarter ( $NE\frac{1}{4}$ ) of the Southwest Quarter ( $SW\frac{1}{4}$ ) and the South half ( $S\frac{1}{2}$ ) of the Southwest Quarter ( $SW\frac{1}{4}$ ) of the Northwest Quarter ( $NW\frac{1}{4}$ ) and the Southwest Quarter ( $SW\frac{1}{4}$ ) of the Southeast Quarter ( $SE\frac{1}{4}$ ) of the Northwest Quarter ( $NW\frac{1}{4}$ ) of Section 33, Township 20, Range 13, according to the recorded plat thereof.

This is a Second Mortgage on the above property, 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 HUNDRED AND NO/100 Dollars with interest thereon at the rate of 8% per cent per annum payable ---- annually from date according to the terms of one certain promissory note, described as follows, to-wit:

(Note for \$400.00 of even date, due November 13th, 1924,) with interest at 8% from date payable according to the terms and conditions thereof.)

executed by the makers hereof, 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 ---- coupons attached to the principal note, principal and interest payable at the place designated in said note and coupons.

The parties of the first part hereby make the following special covenants to and with said party of the second part and their assigns, to-wit:

FIRST. That said first part--- will procure separate policies of insurance against fire and tornadoes, each in the sum of ----- Dollars, and maintain the same during the life of this mortgage for the benefit of the mortgagee or their assigns, and made payable to the mortgagee or assigns as his or their interest may appear.

SECOND. That the first parties 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 parties 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 covenants of this mortgage hereinbefore enumerated, as well 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