

245651 TREASURER'S ENDORSEMENT

OKLAHOMA REAL ESTATE MORTGAGE

COMPARED

I hereby certify that I received \$126 and issued

Receipt No. 12416 of payment of mortgage

tax on this

Dated this 30 day of May, 1923

W. W. Stackley, County Treasurer

Deputy

KNOW ALL MEN BY THESE PRESENTS: That J. M. Loyd and Violet B. Loyd, his wife of Tulsa County, in the State of Oklahoma parties of the first part, hereby mortgage to H. HORWITS, party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Fifteen (15) in Block Four (4) in Ridgewood Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof;

with all the improvements thereon and appurtenances thereunto belonging and warrant the title of the same. This mortgage is given to secure the principal sum of Three Hundred Twenty-five No/100 Dollars, with interest thereon at the rate of 10 per centum per annum, payable from date according to the terms of one certain promissory note described as follows to-wit:

One promissory note dated November 27th, 1923, in the sum of \$325.00 due on or before March 27th, 1924, bearing interest at the rate of ten per cent per annum from date until paid; said note signed by the said J. M. Loyd and Violet B. Loyd, his wife, in favor of the said H. Horwits;

FIRST. The mortgagors represent that they have fee simple title to said land, free and clear of all liens and encumbrances, except first mortgage in favor of Title Guarantee & Trust Company of Tulsa, Oklahoma, in the sum of \$800.00 as appears of record; and hereby warrant the title against all persons, waiving hereby all rights of homestead exemption, and waive the appraisalment of said lands in case of sale under foreclosure.

SECOND. If said mortgagors shall pay the aforesaid indebtedness both principal and interest, according to the tenor of said note as the same shall mature, and shall keep and perform all the covenants and agreements in this mortgage, then these presents shall become void; Otherwise to remain in full force and effect.

THIRD. Said mortgagors agree to pay promptly when due and payable all taxes and assessments that may be levied within the State of Oklahoma, upon said lands and tenements, or upon any interest or estate therein including the interest represented by this mortgage lien; and further to pay any tax, assessment or charge that may be levied, assessed against or required from the holder of said mortgage and note as a condition to maintain or of enforcing or enjoying the full benefit of the lien of this mortgage, or the collection of said indebtedness; and will pay any and all labor and material liens whether created before or after this date that are lawfully charged against said premises;

And will also keep all buildings erected and to be erected upon said lands, insured, against loss and damage by tornado and fire with insurance approved by the mortgagee herein in the sum of \$1500.00 as a further security for said debt, and assign and deliver to the mortgagee all insurance upon said property to be by it collected, as its interest may appear. In case said mortgagors shall fail to pay any such taxes, assessments, charges labor or material liens or insurance, then the holder of this mortgage and the debt secured hereby may pay said taxes, assessments, insurance, charges and liens, and said mortgagors agree to repay upon demand the full amount of said advances with interest thereon at the rate of ten per cent per annum from the date of such advancement and this mortgage shall be a further lien for the repayment thereof.

FOURTH. Mortgagors agree to pay promptly when due all interest or principal payments on all prior encumbrances if any upon said land, and if mortgagors or their successors in the ownership of the land herein mortgaged, default in payment of either principal or interest of any prior encumbrance, the holder of the note secured by this mortgage may pay