

246697

Filed for record in Tulsa County, Tulsa Oklahoma, Dec. 13, 1923 at 4:00 o'clock P. M. in Book 479, page 588

By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk

Filed for record in Tulsa County, Tulsa Oklahoma, Dec. 26, 1923 at 4:30 o'clock P. M. in Book 482, page 222

By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk

247620 C.J.

UNITED STATES OF AMERICA
STATE OF OKLAHOMA

COMPARED

NUMBER
756

TITLE
GUARANTEE and TRUST
COMPANY
TULSA, OKLA.
O K L A H O M A
F I R S T M O R T G A G E

DOLLARS
\$1,000.00
TREASURER'S ENDORSEMENT

I hereby certify that the above is a true and correct copy of the original as filed in my office on Dec. 26, 1923, at 4:30 P. M.
13075
26 Dec 1923

KNOW ALL MEN BY THESE PRESENTS:

That J. R. Stewart and Sarah E. Stewart, husband & wife of Tulsa County, in the State of Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Title Guarantee & Trust Company of Tulsa, Oklahoma party of the second part, the following described real estate and premises, situated in Tulsa County, State of Oklahoma, to-wit:

Lot Six (6), according to re-subdivision of Lots One (1), Two (2),

Three (3) and Four (4) Block Nine (9), Highland Addition and

Lots One (1), Two (2), Three (3), and Four (4) in Block One (1)

Highland Second Addition to Tulsa,

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 One Thousand (\$1,000.00) Dollars with interest thereon at the rate of 8% per cent per annum, payable semi-annually from date according to the terms of one certain promissory note, described as follows, to-wit:

Note for \$1,000.00, executed by J. R. Stewart and Sarah E. Stewart, husband and wife, to the Title Guarantee & Trust Company, dated December 17th,

1923 with interest at 8%, payable from date and due December 17th, 1926,

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 six 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 parties will procure separate policies of insurance against fire and tornadoes, each in the sum of One Thousand and no/100 (\$1,000.00) 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