

249470 C.J.

THE SURETY'S ENDORSEMENT

I hereby certify that I received \$1.00 and issued Receipt No. 18403 thereon in payment of mortgage tax on the within mortgage.

Dated this 22 day of Jan 1924
W. W. Stuckey, County Treasurer

Deputy

MORTGAGE TRUST COMPANY, a Kansas corporation, domesticated under the laws of the State of Oklahoma, of the second part.

REAL ESTATE MORTGAGE

COMPARED

THIS INDENTURE, Made this Eighteenth day of January in the year of our Lord, One Thousand Nine Hundred Twenty-four between Ella I. Cross and Richard M. Cross, her husband of the County of Tulsa and State of Oklahoma, of the first part, and THE INTER-STATE

WITNESSETH, That the said parties of the first part in consideration of the sum of One Thousand and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part, its successors or assigns forever, all that tract or parcel of land situated in the County of Tulsa and State of Oklahoma, described as follows, to-wit:

The Northerly Thirty-four (34) feet of the Southerly fifty (50) feet of Lot Six (6), Block One Hundred Thirty-two (132) in the City of Tulsa, as shown by the recorded plat thereof.

with the appurtenances and all the estate, title and interest of the said parties of the first part therein. 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, and will warrant and defend the title to the same, and that the same is free and clear of all incumbrances of whatsoever kind

This Grant is intended as a mortgage, to secure the payment of the sum of One Thousand and no/100 DOLLARS payable to THE INTER-STATE MORTGAGE TRUST COMPANY at its office in Greenfield, Massachusetts, according to the terms of one certain promissory note with ten coupons attached, 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 therein specified.

But if default be made in the payment of any sum hereby secured or in default of performance of any covenant herein contained, the said first party agrees to pay to the said second party and its assigns interest at the rate of ten (10) per cent per annum on said principal note, from the date of such default to the time when the money shall be actually paid. Any payment made on account of interest shall be credited in said computation, so that the total amount collected shall be and not exceed the legal rate of ten (10) per cent per annum.

The first party agrees to pay all taxes and assessments levied upon said real estate, and if not paid the holder of this mortgage may without notice elect to pay such taxes or assessments and be entitled to interest on the same at the rate allowed by law, and this mortgage shall stand as security for the amount so paid with such interest.

The said first party agrees to keep all buildings, fences and other improvements on said real estate in as good repair and condition as the same are in at this date, and shall permit no waste, and especially no cutting of timber, excepting for making and repairing fences on the place, and such as shall be necessary for firewood for the use of the grantor's family; and the commission of waste shall, at the option of the mortgagee, render this mortgage subject to foreclosure.

And the said first party agrees that in the event of the failure, neglect or refusal of said first party to insure the buildings, or to reinsure the same, and deliver the policy or policies, properly assigned or pledged to the said THE INTER-STATE MORTGAGE TRUST COMPANY, before noon of the day on which any such policy or policies shall expire, then the