

248595 OKLA. INSTRUMENT

I hereby certify that I received \$25.00 and issued OKLAHOMA REAL ESTATE MORTGAGE.

Received 132460 for payment of mortgage
tax on the within mortgage.Dated this 7 day of Jan 1924
W. W. Hapkey, County ClerkTHIS INDENTURE, Made this 5th day of December
in the year One Thousand Nine Hundred and Twenty-
Three, by and between Drexel Building Company,a corporation, of Tulsa County, Oklahoma, hereinafter mentioned as first party (whether
one or more than one), and Leonard & Braniff, a corporation, hereinafter mentioned as
second party.WITNESSETH, the first party has mortgaged and does hereby mortgage to the second
party, its successors and assigns, the following described real property and premises
situate in Tulsa County, State of Oklahoma, to-wit:The Northerly Forty-One (41) feet of the Southerly Ninety (90) feet of Lot
Five (5), Block One Hundred Nineteen (119), of the Original Town of Tulsa
as shown by the recorded plat thereof;

Premises now being known as 319-321 South Main Street.

together with all improvements thereon and appurtenances thereunto belonging or in anywise
appertaining, and warrants the title to the same.

This mortgage is given to secure the performance of the covenants hereof and the
payment of the principal sum of Seventy-five Thousand and No/100 (\$75,000.00) Dollars,
according to the terms and at the times and in the manner provided one promissory note,
made and executed by the first party to the order of the second party herein, bearing even
date herewith with interest thereon from the date thereof at the rate of Five and one half
per centum per annum, payable semi-annually, which interest is evidenced by coupons thereto
attached, which principal sum is payable in installments and on the dates as therein speci-
fied with the privilege of partial payments prior to maturity in accordance with the
stipulations therein.

It is expressly agreed and understood by and between the parties hereto that this
mortgage is a first lien upon the said premises and that the first party will pay said
principal and interest at the time and in the manner provided in said notes and that the
first party will pay all taxes and assessments against said land immediately upon the same
becoming due and will not commit or permit any waste upon said premises; that the buildings
or other improvements thereof shall be kept in good repair and shall not be destroyed or
removed without the consent of the second party or its assigns; and the first party agrees
to keep said premises unceasingly insured during the life of this mortgage against fire,
lightning, and tornado, for not less than Seventy-five Thousand and No/100 Dollars, in
form and companies satisfactory to second party or its assigns, and that all policies for
such insurance and any insurance now or hereafter written covering said premises shall be
immediately after the execution thereof delivered to the second party or its assigns, and
all policies covering expired insurance shall be delivered to second party or its assigns
at least thirty days before the expiration date of such expiring insurance, all of such
policies to have mortgage clause of a form satisfactory to second party or its assigns
attached. If the title to said premises be transferred, the second party or its assigns is
authorized as agent for the first party to assign the insurance to the grantee of the title,
without any duty, however, on the second party or its assigns so to do.

It is further understood and agreed that in event any taxes or assessments against
said premises become delinquent or any other sums become due, the payment of which is
necessary to protect the property or the rights of the second party or assigns, or in the
event of the failure to procure and keep in force insurance as herein provided, the second
party or its assigns may pay any such taxes or assessments or sums necessary, or procure
and pay for such insurance, (but there is no obligation upon the second party or its assigns