

recorded in Book 463, Page 48.

By Brady Brown, Deputy.

(Seal)

O. G. Weaver, County Clerk.

246157 C. M. J. COMPARED

RECORDED IN DEEDS

OKLAHOMA REAL ESTATE MORTGAGE.

I hereby certify that I received from the mortgagor the sum of \$500.00 in full payment of mortgage No. 12142 on the within mortgage.

Dated this 2 day of Jan 1923

W. W. Stuckey, County Treasurer

to F. Y. Cronk, party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Six (6) in Block Four (4) in Barton 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 FIVE HUNDRED AND NO/100 Dollars, with interest thereon at the rate of 10 per centum per annum, payable monthly from date on deferred balance according to the terms of one certain promissory note described as follows to-wit:

One promissory note, dated December 29th, 1923, in the sum of \$500.00 payable \$40.00 per month for five (5) months beginning January 29, 1924, and the balance of \$300.00 payable June 29th, 1924; said note bearing interest at the rate of 10 percent per annum from date, payable monthly on deferred balance;

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 the sum of \$3500.00 in favor of the National Building & Loan Association of Pawhuska, Okla. 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 \$- - 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 mortgagor 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 may pay said taxes, assessments, insurance, charges and liens, and said mortgagor 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