

the two arbitrators, so selected shall select a third; and the three arbitrators shall decide the controversy.

Filed for record in Tulsa, Tulsa County, Oklahoma, March 22- 1924 at 11:00 O'Clock A. M. and recorded in Book 484, Page 255.

By Brady Brown Deputy,

(seal)

O. G. Weaver County Clerk,

#254140 EC

OKLAHOMA FIRST MORTGAGE;

KNOW ALL MEN BY THESE PRESENTS;

That Ethel M. Niles and Alva J. Niles, her husband of Tulsa County, in the State of Oklahoma, parties of the first part, have mortgaged and hereby mortgage to P. A. McNeal of Tulsa, Oklahoma, party of the second part, the following described real estate premises, situate in Tulsa County, State of Oklahoma., to-wit;

Lot Seventy-Six (76), and the South Eight (8) feet of Lots Seventy-Eight (78) and Seventy-Nine (79), in Block Nine (9), South Side

Addition to the City of Tulsa, according to the recorded plat thereof, 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 Fifteen Thousand Dollars with interest thereon at the rate of six per cent per annum, payable semi annually from March 1, 1924 according to the terms of two (2) certain promissory notes described as follows to-wit; hereof, of even date herewith, due and payable as follows, \$7,500.00 on or before January First, 1925, and \$7,500.00 on or before January First 1926, to the order of the second party, with interest thereon at the rate of six per centum per annum until due, and at the rate of ten per centum per annum after due,

The interest before maturity is further evidenced by four coupons attached to the \$7,500.00 note and two coupons attached to the \$7500.00 note, principal and interest payable at the place designated in said notes and coupons, and said principal note and coupons being numbered _____,

The part of the first part hereby make the following special covenants to and with the 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 Fifteen Thousand Dollars, and maintain the same during the life of this mortgage for the benefit of the mortgagees 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 mortgage hereinbefore enumerated, as well as for the failure to pay any part of the indebtedness hereby secured, either principal or interest, at the time the same become due, the holder of this mortgage may declare the entire sum or sums secured hereby due and payable, without notice and shall be entitled to a foreclosure of this mortgage for the satisfaction thereof,

FIFTH. In case of default in payment of any insurance premium, taxes or assessments, the holder of this mortgage may pay and discharge the same, and all such sums so paid shall be secured by the lien of this mortgage and draw interest at the rate of ten per cent per annum, provided that such payments by the mortgagee shall not operate as a waiver of the right to foreclose the mortgage under the provisions of the fourth special covenant hereinbefore set out,

SIXTH, In the event of suit being brought to foreclose this mortgage by reason of any default

COMPARED

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