

I hereby certify that I received \$300 and issued
Receipt No. 14215 for the payment of mortgage
tax on the within mortgage.

Dated Feb 24, 1934 March 4

#254156 EC

COMPARED

REAL ESTATE MORTGAGE;

W. W. Stuckey, County Treasurer

THIS INDENTURE, Made this twenty-first day of March in the year of our Lord, One Thousand, Nine Hundred Twenty-Four between Michael Miesch and Rose Mary Miesch his wife of the County of Tulsa and State of Oklahoma, of the first part, and The Inter-State Mortgage Trust Company, a Kansas corporation, domesticated under the laws of the State of Oklahoma, of the second part,

WITNESSETH, That the said parties of the first part in consideration of the sum of Three 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;

Lot Two (2) in Block Four (4), Bliss Addition to the city of Tulsa,
according to 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 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 Three 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,

481 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 agree to keep all buildings, fences and other improvements, on said real estate in as good repair and conditions 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 commissions of waste shall, at the option of the mortgagee, render this mortgage subject to foreclosure,

And the said first party agree that in the event of the failure, neglect or refusal of said 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 policies or policies shall expire, then the said second party is hereby authorized and empowered by these presents insure or reinsure said buildings for said amount, in such company or companies as it may select, and the said The Inter-State Mortgage Trust Company, may sign all papers and applications necessary to obtain such insurances in the name and place and stead of the said first party; and it is further agreed in the event of loss under such policy or policies, the said second party, shall have full