

#254276 NS.

COMPARED

OKLAHOMA REAL ESTATE MORTGAGE

TRACER'S RECORDS
 RECEIVED BY TRACER'S RECORDS \$20 and issued
 Receipt No. 4236
 Paid on the within mortgage
 Dated this 23 day of March 1924
 W. W. Stuckey, County Clerk
 Deputy

KNOW ALL MEN BY THESE PRESENTS;

That Ross Simpson and Mary E. Simpson, his wife, of Tulsa County, in the State of Oklahoma, parties of the first part, hereby mortgage to Lallie Lyons of Tulsa, Oklahoma, party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit;

Lot Ten (10) in Block Two (2) in Ridgewood 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 One Thousand Dollars, with interest thereon at the rate of 10 per centum per annum, payable annually from date according to the terms of one certain promissory note, described as follows, to-wit;

One note dated March 15th, 1924, payable to Lallie Lyons in the sum of \$1000.00 with interest at the rate of ten per cent from date, due six months after date.

FIRST. The mortgagors represent that they have free simple title to said land, free and clear of all liens and encumbrances, except First Mortgage Dated January 7, 1924, to HOME BUILDING AND LOAN ASSOCIATION of Tulsa, Oklahoma; 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 the 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 mortgagors 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 hereby may pay said taxes, assessments, insurance, charges and liens, and said mortgagors 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 the ownership of the land herein mortgaged default in payment of either principal or interest of any prior encumbrance, the holder of the note secured by this mortgage may pay off such prior encumbrance in full, or the amount due thereon whether principal or interest or may