

Receipt No. 13545

370

9

Date Jan. 4

holder of this note, become due and payable, at once, without notice. This note, as a whole together with each installment individually, shall bear interest at the rate of ten per cent per annum, after maturity, until paid.

This note and payments thereunder are secured by second real estate mortgage in Tulsa, Tulsa County, Oklahoma, covering the following property, to-wit: Lot Six (6) in Block Eight (8) of the Subdivision of Blocks Two (2), Three (3), and Seven (7) in Terrace Drive Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

W. J. Gammon

Carrie B. Gammon

with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said 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 same, and that the same is free and clear of all incumbrance of whatsoever kind except one certain Mortgage for \$2,500.00 made to D. N. Ewing,

This grant is intended as a mortgage to secure the payment of the sum of Three Thousand Seven Hundred Twenty Three and 75/100 Dollars payable as follows: with monthly payments, 1st payment due February 23rd, 1924 and payment due each month thereafter, for period of 100 months 1st payment \$41.25, payments to decrease \$1.00 each 12 months, last three payment being in the amount of \$33.25 each according to the terms of one certain promissory note this day executed and delivered by the said part- of the first part to the said party of the second part; and this conveyance shall be void if such payment be made as herein specified. Now if payment is made as provided, this mortgage shall be released at the cost of the mortgagors, which costs they agree to pay, but if said sum of money, or any interest thereon, is not paid when due, or if any taxes or assessments, now or hereafter levied or imposed in said county or state, against said real estate, or upon this mortgage or the notes secured thereby, or if any installment of principal or interest of any mortgage or lien prior to this, are not paid when the same are due and payable, or if default be made in the agreement to keep said property insured, as hereinafter set forth, then, in either of these cases, the sum hereby secured, with the interest thereon, shall immediately become due and payable, at the option of the mortgagee or assigns, without notice. But the legal holder of this mortgage may, at his option, pay such taxes, assessments or installments of principal or interest, or charges for insurance, so due and payable, if the mortgagor or assigns shall neglect or refuse to pay, and said amounts, together with interest thereon at the rate of 10 per cent. per annum, payable semi-annually, shall be an additional lien upon the said mortgaged property; and the same shall be secured by this mortgage, and it shall be lawful for said party of the second part, its successors or assigns, at any time thereafter, to sell the premises hereby granted or any part thereof, in the manner prescribed by law, appraisement hereby waived, or not, at the option of the party of the second part, its successors or assigns, and the said mortgagee or assigns shall be entitled to the immediate possession of the premises and the rents, issues and profits thereof and out of all the money arising from such sale to retain the amount then due for principal and interest, together with the cost and charges of making such sale; and the overplus, if any there be, shall be paid by the parties making such sale on demand, to the said parties of the first part, their heirs and assigns.

Said mortgagors agree to keep the buildings erected or to be erected on said land insured against loss by fire, lightning and wind storms to the amount of \$3,723.75 Dollars, to the satisfaction, and for the benefit of the mortgagee or assigns, from this time until said debt and all liens by virtue hereof are fully paid.