

255642 C.J.

UNITED STATES OF AMERICA
STATE OF OKLAHOMANUMBER
792TITLE
GUARANTEE and TRUST
COMPANY
TULSA, OKLA.OKLAHOMA
FIRST MORTGAGE

DOLLARS

TREASURER'S RECEIPT

I hereby certify that I received \$ 1500.00 and issued
Receipt No. 14478 therefor in payment of mortgage
tax on the within mortgage.Dated this 12 day of April 1924
W. W. Suckey, County Treasurer

SB

KNOW ALL MEN BY THESE PRESENTS:

THAT James H. Smith and Clara T. Smith, his wife of Tulsa, Tulsa County, in the State of Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Title Guarantee & Trust Company of Tulsa, Oklahoma party of the second part, the following described real estate and premises, situate in Tulsa County, State of Oklahoma, to-wit:

The Southwest quarter (SW/4) of the Southwest Quarter (SW/4) and the Northwest Quarter (NW/4) of the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of Section Twenty (20), Township Twenty-one (21) North, Range Fourteen (14) East, containing fifty (50) acres, more or less, in Tulsa County, Oklahoma.

(Option to pay \$100.00 or multiple at interest dated on or after the first year)

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 Hundred Dollars, with interest thereon at the rate of 6 per cent per annum, payable semi-annually from May 1st, 1924 according to the terms of one certain promissory note, described as follows, to-wit:

Note for \$1,500.00, executed by James H. Smith and Clara T. Smith, his wife, dated April 11th, 1924, bearing interest at the rate of 6% per annum,

payable semi-annually on the first days of November and May, and due May 1st, 1929 executed by the makers hereof, of even date herewith, due and payable to the order of the second party, with interest thereon at the rate of 6 per centum per annum until due, and at the rate of ten per centum per annum after maturity.

The interest before maturity is further evidenced by ten coupons attached to the principal note, principal and interest payable at the place designated in said note and coupons.

The parties of the first part hereby make the following special covenants to and with 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 -----Dollars, and maintain the same during the life of this mortgage for the benefit of the mortgagee 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.