

257115 C.J.

## REAL ESTATE FIRST MORTGAGE

COMPARED

TRUSTEES' ENDORSEMENT  
 I hereby certify that I have on May 12 and issued  
 Receipt No. 14734 for the payment of mortgage  
 tax on the within mortgage.

May 12  
S.B.  
 Deputy

THIS MORTGAGE, Made this 23rd day of April A. D. 1924,  
 by and between Sarah Rudin and Philip Rudin, her husband  
 of Tulsa County, in the State of Oklahoma, as the part-  
 ies of the first part ( hereinafter called mortgagors  
 whether one or more), and W. FRANK WALKER, of Tulsa,  
 Oklahoma, as the party of the second part ( hereinafter  
 called mortgagee):

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 WITNESSETH, That said parties of the first part, for the purpose of securing the  
 payment of the sum of Thirty-five Hundred & No/100 Dollars, the receipt of which is hereby ack-  
 nowledged, and also the interest thereon, as hereinafter set forth, do by these presents mort-  
 gage unto said party of the second part, his successors and assigns, all the following des-  
 cribed real estate, situated in Tulsa County and State of Oklahoma, to-wit:

The South Forty (40) feet of Lot Two (2) in Block Three (3) of  
 North Tulsa Addition to the City of Tulsa, Oklahoma according to the  
 recorded plat thereof.

To have and to hold the same, together with all and singular the improvements  
 thereon, the tenements, hereditaments and appurtenances thereunto belonging, or in any wise  
 appertaining, forever.

This mortgage is given to secure the payment of One promissory note, to-wit: One  
 principal note for the sum of \$3500.00, due May 1st, 1927 and interest thereon as specified  
 in the face of the same and as evidenced by coupon interest notes attached thereto, all dated  
 of even date herewith, payable at the office of the mortgagee, signed by mortgagors, and bear-  
 ing interest at 10% per annum after maturity, payable semi-annually, also all commission notes  
 executed simultaneously herewith as a part of this transaction; and this mortgage shall also  
 secure the payment of any renewals of any such indebtedness.

Said mortgagors hereby covenant that they are the owners in fee simple of said  
 premises; that the same are free and clear of all incumbrances; and will warrant and defend  
 the same against all lawful claims of any other person.

Said mortgagors agree to insure the buildings on said premises against loss by fire  
 or tornado in the sum of \$3500.00 for the benefit of the mortgagee and maintain such insur-  
 ance during the existence of this mortgage. All policies taken out or issued on the property,  
 even though the aggregate exceeds the amount of this mortgage, shall be assigned to the  
 mortgagee as additional security and in case of loss under any policy the mortgagee may col-  
 lect all moneys payable and receivable thereon and apply the same to the payment of the in-  
 debtedness hereby secured or may elect to have the buildings repaired or replaced. In case of  
 failure, neglect or refusal to procure and maintain such insurance or to deliver the policies  
 to the mortgagee herein, the mortgagee may, at his option, without notice, insure or reinsure  
 the improvements on said real estate and the amounts of premiums paid therefor shall be se-  
 cured hereby and shall be deemed immediately due and payable to mortgagee and shall bear in-  
 terest until paid at 10% per annum from date of such payment.

Said mortgagors agree to pay all taxes and assessments lawfully assessed on said  
 premises before delinquent and shall satisfy and discharge any and all liens, charges or  
 incumbrances upon said property which are, or may become, prior claims over the lien of this  
 mortgage and in case such discharge and satisfaction shall not be promptly made when due or  
 payable, then mortgagee may satisfy or pay such liens, charges or incumbrances. All payments  
 so made by the mortgagee shall immediately be due and payable to him, including all costs,  
 expenses and attorney fees in connection therewith, whether brought about by litigation or