

257429 C. J.

TULSA COUNTY RECORDS

14782

May 4

18.3

## REAL ESTATE FIRST MORTGAGE

COMPARABLE

THIS MORTGAGE, Made this 1st day of May A. D. 1924, by and between Mary E. Henington, a widow of Tulsa County, in the State of Oklahoma, as the party 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 (herein-

after called mortgagee):

WITNESSETH, That said party of the first part, for the purpose of securing the payment of the sum of TWO THOUSAND & NO/100 DOLLARS, the receipt of which is hereby acknowledged, and also the interest thereon, as hereinafter set forth, do by these presents mortgage unto said party of the second part, his successors and assigns, all the following described real estate, situated in Tulsa County and State of Oklahoma, to-wit: The West One Hundred (100) Feet of Lot Twenty-three in Block Two (2) of Lloyd 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 \$2000.00, 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 bearing 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 \$2000.00 for the benefit of the mortgagee and maintain such insurance 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 collect all moneys payable and receivable thereon and apply the same to the payment of the indebtedness 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 secured hereby and shall be deemed immediately due and payable to mortgagee and shall bear interest 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 otherwise, and all amounts so expended or paid shall bear interest at 10% per annum from payment until reimbursement is made and shall be additional liens upon said property and secur-