

258217 C. J.

MORTGAGE OF REAL ESTATE

COMPARED

THIS INDENTURE, Made this 22nd day of April A. D., 1924, between C. L. Crutchfield and Bess Crutchfield of Tulsa County, in the State of Oklahoma, parties of the first part, and L. L. Wiles of Tulsa County, in the State of Oklahoma, party of the second part.

THIS INDENTURE, Made this 22nd day of April A. D., 1924, between C. L. Crutchfield and Bess Crutchfield of Tulsa County, in the State of Oklahoma, parties of the first part, and L. L. Wiles of Tulsa County, in the State of Oklahoma, party of the second part.

WITNESSETH, That said party of the first part in consideration of the sum of Twenty-five Hundred Dollars, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part his heirs and assigns, all the following described real estate, situated in the County of Tulsa State of Oklahoma, to-wit:

The Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) and the Northwest quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) and the North one-half (N $\frac{1}{2}$) of Lot numbered 5, Section 2, Township 22 North, Range 12 East, containing 53.86 acres more or less,

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever.

This conveyance is intended as a mortgage to secure the payment of 2 promissory notes of even date herewith. One for \$1500.00 due January 2nd 1925, and one for \$1000.00 due April 1st, 1925 made to L. L. Wiles or order, payable at Skiatook, Oklahoma with 10 per cent interest per annum, payable annually and ten per cent additional as attorney's fees in case of legal proceedings to collect, and signed by C. L. Crutchfield and Bess Crutchfield.

Said first parties hereby covenant that they are owners in fee simple of the said premises and that they are free and clear of all incumbrances. That they have good right and authority to convey and encumber the same and they will warrant and defend the same against the lawful claims of all persons whomsoever.

Said first parties agree to insure the buildings on said premises in the sum of \$1500.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first parties agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Now, if said first parties shall pay or cause to be paid to said second part his heirs or assigns said sum of money in the above described notes mentioned, together with the interest thereon according to the terms and tenor of said notes and shall make and maintain such insurance and pay such taxes and assessments then these presents should be wholly discharged and void, otherwise shall remain in full force and effect. If such insurance is not effected and maintained or if any and all taxes and assessments which are or may be lawfully levied or assessed against such premises or any part thereof are not paid before delinquent then the mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of 10 per cent per annum until paid and this mortgage shall stand as security for all such payments; and if said sum or sums of money or any part thereof is not paid when due, or if such insurance is not effected and maintained or any taxes or assessments are not paid before delinquent the holder of said notes and this mortgage may elect to declare the whole sum or sums and interest thereon due and payable at once and proceed to collect said debt including attorney's fees and to foreclose this mortgage; and shall become entitled to possession of said premises.

Said first part--- waive notice of election to declare the whole debt due as above stated and also the benefit of stay, valuation or appraisal laws.