138

258445 C.J. THE ASIME THE INTERNALMENT & Ingraha tax on the work Laws + 19 . May my \mathbf{A} 1.1.1

COMPARED THIS INDENTURE, Made this 10th day of May in the year Revealed 14971 second ment of monthagy of our Lord one thousand nine hundred and Twenty-four by sml between DAN CLIFTON, joined by his wife, NELLIE E. CLIFTONpf the County of Jules and State of Oklahoma, parties of the first part, and COLEMAN-NELSON CORFORATION of Tulss, Oklahoma party of the second

()

(

()

67

 \bigcirc

()

Marine Sugar - ----

part.

"ITNESSETH, That the seid parties of the first part, for and in consideration of the sum of T./ENTY-FUVE HUNDRED (\$2500.00) DOLLARS, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto seid party of the second part, and to its heirs and assigns, forever, all of the following described tract piece or parcel of land, lying and situate in the City of Tulsa County of Tulsa and State of Oklahoma, to wit:

MORTGAGE

Lot Nine (9), in Block Three (3), Owen Addition to the City of Tulsa, Oklahoma

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its heirs and assigns, forever. 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, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its heirs and assigns, forever , against the lawful claims of all persons whomso ever.

PROVIDED, ALWAYS, And this instrument'is made, executed and delivered upon the following conditions, to wit:

FIRST: Said Dan Clifton and Nellie E. Clifton husband and wife, are justly indebted unto the said party of the second part in the principal sum of TWENTY -FIVE HUNDRED (\$2500.00) Dollars, lawful money of the United States of America, being for a loan thereof made by the said party of the second part to the said Dan Clifton and Nellie Clifton, husband and wife and payable according to the tenor and effect of One certain First Mort-gage Real Estate Note, executed and delivered by the said Dan Clifton and Nellie E. Clifton , husband and wife bearing date May 10th, 1924, payable to the order of the said COLEMAN-NELSON CORPORATION six months after date, at Security National Bank, Tulsa, Okla. with interest thereon from date until maturity at the rate of Eight (8%) per cent per annum, payable annually, on the 10th day of Navember, 1924 and ---- per cent per annum after maturity, the installments of interest being further evidenced by ----- coupons attached to said principal note, and of even date therewith, and payable to the order of said ----- at ------

SECOND. Said first parties further expressly agree that they will pay all taxes, charges or assessments levied upon said real estate or any part thereof, when the same shall become due and payable, under the laws of the State of Oklahoma, including all taxes and assessments of every kind and character levied upon the interest therein of the mortgagee or its assigns; and will pay all taxes levied upon this mortgage or the notes secured thereby. Upon violation of this agreement, or the passage in said State of any law imposing payment of the whole or any portion of any of the taxes or assessments aforesaid upon the mortgagee, or authorizing or directing the taxation, directly or indirectly, of this mortgage or said note or the debt secured thereby or the income arising therefrom, then and in any such event the debt hereby secured, without any deduction, shall, at the option of the mortgagee, become