258667   C.J.   COMPARED   OKLAHOMA REAL ESTATE MORTGAGE

THIS INDENTURE, Made this 26th day of April in the year One Thousand Nine Hundred and Twenty-four , by and between C. H. Besse and Hazel G. Besse, his wife, of Tulsa County, Oklahoma, hereinafter mentioned as first party (whether one or more than one), and Leonard & Braniff, a corporation, hereinafter mentioned as second party.

WITNESSETH, the first party has mortgaged and does hereby mortgage to the second party, its successors and assigns, the following described real property and premises situate in Tulsa County, State of Oklahoma, to-wit:

Lot Three (3) Block Twelve (12) of the re-subdivision of Block Six (6)

and Lots One (1) Two (2) and Three (3) of Block Four (4) in Terrace Drive

Addition to the City of Tulsa, as shown by the recorded plat thereof;

Premises now being known as 1322 Terrace Drive Boulevard;

together with all improvements thereon and appurtenances thereunto belonging or in anywise appertaining, and warrants the title to the same.

This mortgage is given to secure the performance of the covenants hereof and the payment of the principal sum of Nine Thousand and No/100 ($9,000.00) Dollars, according to the terms and at the times and in the manner provided in one promissory note, made and executed by the first party to the order of the second party herein, bearing even date herewith, with interest thereon from the date thereof at the rate of six per centum per annum, payable semi-annually, which interest is evidenced by coupons thereto attached, which principal sum is payable in installments and on the dates as therein specified with the privilege of partial payments prior to maturity in accordance with the stipulations therein, said note maturing on the first day of June, 1927.

It is expressly agreed and understood by and between the parties hereto that this mortgage is a first lien upon the said premises and that the first party will pay said principal and interest at the time and in the manner provided in said notes and that the first party will pay all taxes and assessments against said land immediately upon the same becoming due and will not commit or permit any waste upon said premises; that the buildings or other improvements thereof shall be kept in good repair and shall not be destroyed or removed without the consent of the second party or its assigns; and the first party agrees to keep said premises unceasingly insured during the life of this mortgage against fire, lightning, and tornado, for not less than Nine Thousand and No/100 Dollars, in form and companies satisfactory to second party or its assigns, and that all policies for such insurance and any insurance now or hereafter written covering said premises shall be immediately after the execution thereof delivered to the second party or its assigns, and all policies covering expired insurance shall be delivered to second party or its assigns at least thirty days before the expiration date of such expiring insurance, all of such policies to have mortgage clause of a form satisfactory to second party or its assigns attached. If the title to said premises be transferred, the second party or its assigns is authorized as agent for the first party to assign the insurance to the grantee of the title, without any duty, however, on the second party or its assigns so to do.

It is further understood and agreed that in event any taxes or assessments against said premises become delinquent or any other sums become due, the payment of which is necessary to protect the property or the rights of the second party or assigns, or in the event of the failure to procure and keep in force insurance as herein provided, the second party or its assigns may pay any such taxes or assessments or sums necessary, or procure and pay for such insurance, (but there is no obligation upon the second party or its assigns so to do); and the first party agrees to repay the same immediately with interest at 10% which sums so expended and interest shall be a lien on the real property above described and secured hereby,