

258690 C.J.

OKLAHOMA REAL ESTATE MORTGAGE

COMPARED

## TREASURER'S ENFORCEMENT

I hereby certify that I received \$ 150.18 and issued  
 Receipt for the same in payment of mortgage

21 day of May 4  
 1924  
 J.B.  
 Secretary, County

KNOW ALL MEN BY THESE PRESENTS: That H. J. Johnson and  
 Manerva Johnson, his wife of Tulsa County, in the State  
 of Oklahoma parties of the first part, hereby mortgage to  
 IRA C. PASCHAL, party of the second part, the following  
 described real estate and premises situated in Tulsa County,  
 State of Oklahoma, to-wit:

Lot Ten (10) in Block One (1) in Booker Washington Addition to the  
 City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat  
 thereof;

with all the improvements thereon and appurtenances thereunto belonging and warrant the title  
 of the same. This mortgage is given to secure the principal sum of Two Hundred Eighty &  
 No/100 Dollars, with interest thereon at the rate of 10 per centum per annum, payable monthly  
 from date on deferred bal. according to the terms of one certain promissory note described  
 as follows to-wit:

One note in the sum of \$280.00 payable to Ira C. Paschal, dated May 15th, 1924,  
 and due Twenty dollars per month beginning June 15th, 1924, with interest at  
 the rate of ten per cent from date payable monthly on the deferred balance.

FIRST. The mortgagors represent that they have fee simple title to said land, free  
 and clear of all liens and encumbrances, and hereby warrant the title against all persons,  
 waiving hereby all rights of homestead exemption, and waive the appraisalment of said lands in  
 case of sale under foreclosure.

SECOND. If said mortgagors shall pay the aforesaid indebtedness both principal and  
 interest, according to the tenor of said note as the same shall mature, and shall keep and  
 perform all the covenants and agreements in this mortgage, then these presents shall become  
 void; Otherwise to remain in full force and effect..

THIRD. Said mortgagors agree to pay promptly when due and payable all taxes and  
 assessments that may be levied within the State of Oklahoma, upon said lands and tenements,  
 or upon any interest or estate therein including the interest represented by this mortgage  
 lien; and further to pay any tax, assessment or charge that may be levied, assessed against  
 or required from the holder of said mortgage and note as a condition to maintain or of en-  
 forcing or enjoying the full benefit of the lien of this mortgage, or the collection of said  
 indebtedness; and will pay any and all labor and material liens whether created before or  
 after this date that are lawfully charged against said premises;

And will also keep all buildings erected and to be erected upon said lands, insured  
 against loss and damage by tornado and fire with insurance approved by the mortgagee herein  
 in the sum of \$300.00 as a further security for said debt, and assign and deliver to the mort-  
 gagee all insurance upon said property to be by it collected, as its interest may appear.  
 In case said mortgagors shall fail to pay any such taxes, assessments, charges, labor or ma-  
 terial liens or insurance, then the holder of this mortgage and the debt secured hereby may  
 pay said taxes, assessments, insurance, charges and liens, and said mortgagors agree to repay  
 upon demand the full amount of said advances with interest thereon at the rate of ten per cent  
 per annum from the date of such advancement and this mortgage shall be a further lien for  
 the repayment thereof.

FOURTH. Mortgagors agree to pay promptly when due all interest or principal payments  
 on all prior encumbrances if any upon said land, and if mortgagors or their successors in the  
 ownership of the land herein mortgaged, default in payment of either principal or interest of  
 any prior encumbrance, the holder of the note secured by this mortgage may pay off such prior