

260972 C.J.

MORTGAGE

TREASURER'S RECEIPT
 I hereby certify that I received \$ 60 and issued
 Receipt No. 15426 in payment of mortgage
 tax on the within mortgage
 Dated this 20 day of June 1927
 W. W. Shackley, County Treasurer
 Deputy

THIS INDENTURE Made this 19th day of June, in the year
 of our Lord One Thousand Nine Hundred and Twenty-four
 between Joe Cripe and Sara A. Cripe, his wife, of the
 County of Tulsa, and State of Oklahoma, of the first
 part, and Brickner-Garbett Construction Company, a Cor-
 poration, party of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum
 of One Thousand and no/100 DOLLARS to them duly paid, the receipt of which is hereby acknow-
 ledged, have sold, and by these presents do Grant, Bargain, Sell and Mortgage to the said
 Party of the second part, their heirs or assigns, forever, all that tract or parcel of land
 situated in the County of Tulsa and State of Oklahoma, described as follows, to-wit:

Lot One (1) in Block Five (5) in Forest Park Addition to the

City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof,
 with the appurtenances and all the estate, title and interest of the said parties of the
 first part therein. And the said parties of the first part do hereby covenant and agree that
 at the delivery hereof they are the lawful owner of the premises above granted, and seized
 of a good and indefeasible estate of inheritance therein, and will warrant and defend the same,
 and that the same is free and clear of all incumbrance of whatsoever kind except one certain
 Mortgage for \$4,500.00 made to Home Building & Loan Association,

This grant is intended as a mortgage to secure the payment of the sum of One Thousand
 and no/100 DOLLARS payable as follows, to-wit: \$1000.00 due June 19th, 1927, together with
 interest at 8% payable semi-annually, according to terms of note of even date, for \$1,000, due
 June 19th, 1927, with six interest coupons in the amount of \$40.00 each, attached, this day
 executed and delivered by the said parties of the first part to the said party of the second
 part; and this conveyance shall be void if such payment be made as herein specified. Now if
 payment is made as provided, this mortgage shall be released at the cost of the mortgagors,
 which costs they agree to pay, but if said sum of money, or any interest thereon, is not paid
 when due, or if any taxes or assessments, now or hereafter levied or imposed in said county
 or state, against said real estate, or upon this mortgage or the notes secured thereby, or
 if any installment of principal or interest of any mortgage or lien prior to this, are not paid
 when the same are due and payable, or if default be made in the agreement to keep said property
 insured, as hereinafter set forth, then, in either of these cases, the sum hereby secured, with
 the interest thereon, shall immediately become due and payable, at the option of the mort-
 gagee or assigns, without notice. But the legal holder of this mortgage may, at his option,
 pay such taxes, assessments or installments of principal or interest, or charges for insur-
 ance, so due and payable, if the mortgagor or assigns shall neglect or refuse to pay, and
 said amounts, together with interest thereon, at the rate of 10 per cent. per annum, payable
 semi-annually, shall be an additional lien upon the said mortgaged property; and the same
 shall be secured by this mortgage, and it shall be lawful for said party of the second part,
 its successors or assigns, at any time thereafter, to sell the premises hereby granted or
 any part thereof, in the manner prescribed by law, appraisement hereby waived, or not, at
 the option of the party of the second part, its successors or assigns, and the said mortga-
 gee or assigns shall be entitled to the immediate possession of the premises and the rents,
 issues and profits thereof and out of all the moneys arising from such sale to retain the
 amount then due for principal and interest, together with the cost and charges of making such
 sale; and the overplus, if any there be, shall be paid by the parties making such sale,
 on demand, to the said parties making such sale, on demand, to the said parties of the first