

#274715 EO

UNITED STATES OF AMERICA,  
 State of Oklahoma,

NUMBER:

TITLE GUARANTEE AND TRUST COMPANY,  
 Tulsa, Oklahoma,

DOLLARS

\$4,000.00

OKLAHOMA FIRST MORTGAGE

KNOW ALL MEN BY THESE PRESENTS;

That E. L. Whitney Company, a corporation, of Tulsa County in the State of Oklahoma, party of the first part, have mortgaged and hereby mortgage to Title Guarantee & Trust Company, of Tulsa, Oklahoma, party of the second part the following described real estate and premises, situate in Tulsa County, State of Oklahoma, to-wit;

All that part of Block Nine (9) of Abdo Addition to the City of Tulsa, Tulsa County, State of Oklahoma, described as follows. to-wit; Beginning at the point of intersection of the North line of said Block Nine (9), and the Southerly right-of-way line of the M. K. & T. Ry, thence due South One Hundred (100) feet, more or less, to the center line of Industrial Track now located in said Block Nine (9); thence East on said center line of said Tract a distance of 191.9 feet, more or less, to a point on West line of Wheeling Avenue extended and dedicated; thence North on said West line of said Wheeling Avenue, a distance of eighteen (18) feet, more or less. to the Southerly right-of-way line of M. K. & T Ry., thence Northwesterly on said right-of-way line to point of beginning,

with all the improvements therein and appurtenances thereunto belonging, and warrant the title to the same,

This Mortgage is given to secure the principal sum of Four Thousand and No/100 Dollars, with interest thereon at the rate of 8 per cent per annum payable semi annually from Jan 1, 1929, according to the terms of one certain promissory note described as follows to-wit; One certain promissory note of even date herewith, executed by E. L. Whitney Company, a corporation, and E. L. Whitney, due January 1st, 1928, executed by the makers hereof of even date herewith, due and payable, to the order of the second party, with interest thereon at the rate of 8 per centum until due, and at the rate of ten per centum per annum after maturity,

The interest before maturity is further evidenced by 6 coupons attached to the principal note, principal and interest payable at the place designated in said note and coupons

The party of the first part hereby makes the following special covenants to and with said party of the second part and their assigns, to-wit;

FIRST; That said party will procure separate policies of insurance against fire and tornadoes, each in the sum of Fifteen Hundred and No/100 Dollars and maintain the same during the life of this mortgage for the benefit of the mortgagee or their assigns, and made payable to the mortgagor or assigns as his or their interest may appear.

SECOND; That the first party will pay all taxes and assessments, whether general or special, lawfully levied or assessed on said premises before the same become delinquent,

THIRD; That the said first party will keep and maintain all improvements on the premises in good condition commit or suffer no waste thereon, and not allow said premises to become in a dilapidated condition or be used for unlawful purposes.

FOURTH, Upon any breach of the first, second or third special covenants of this mortgage hereinbefore enumerated as well as for the failure to pay any part of the indebtedness hereby secured, either principal or interest, at the time the same becomes due, the holder of this mortgage may declare the entire sum or sums secured hereby due and payable, without notice and shall be entitled to a foreclosure of this mortgage for the satisfaction thereof

FIFTH; In case of default in payment of any insurance premium, taxes or assessments the holder of this mortgage may pay and discharge the same, and all such sums so paid shall