

491, page 175, Brady Brown, Deputy,

(SEAL) O.G. Wesyer, County Clerk.

263353 - BH

REAL ESTATE MORTGAGE.

This indenture, made this 19th day of July, A.D. 1924, by and between ²¹ Otto E. ^{July} Horton and ⁴ Ora Lee Horton, husband and wife, of Tulsa County State of Oklahoma, parties of the first part, and Tulsa Mortgage Investment Company, a trust estate, party of the second part, ^{YM}

Witnesseth, that the said parties of the first part, for and in consideration of the sum of two thousand dollars, to them in hand paid, by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, and sold and by these presents do grant, bargain, sell and convey and confirm unto said party of the second part and to its successors and assigns, forever, all the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit:

All of lot three (3) in block three (3) in Ohio Place a ddition to the City of Tulsa, according to the recorded plat thereof,

with the tenements, appurtenances, and hereditaments thereto belonging, and all the estate ^{title and interest} of the said parties of the first part herein, together with the rents, issues and profits thereof. 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 inde-feasible estate of inheritance therein, free and clear of all incumbrances.

This grant is intended as a mortgage to secure the payment of the sum of two thousand dollars, together with the interest thereon according to the terms of one certain promissory note executed and delivered by the said parties of the first part to the said party of the second part, described as follows, to-wit: Of even date herewith for the sum of \$2,000.00 with interest from August 1, 1924, at rate of 8% per annum, interest payable monthly, said principal sum payable in installments of \$25.00 per month, the first installment being due on the first day of September, 1924, and a like installment being due on the first day of each and every month thereafter until Sept. 1st, 1927, on which date the entire unpaid balance shall become due and payable. Installments of principal or interest not paid when due to draw interest at 10% per annum after their respective maturities until paid.

Said parties of the first part shall, while any part of said principal or interest remains unpaid, pay all taxes and assessments on said mortgaged property when they shall become due, and shall keep the buildings on said premises in good repair and insured to the satisfaction of the holder hereof in the sum of \$2,000.00, and the policy in case of loss, payable to the holder as his interest may appear, whether the debt be due or not, and shall pay all interest as soon as it becomes due, and in case of failure to comply with any of these provisions, at the option of the holder thereof, such tax or assessment may be paid and such insurance effected by the holder hereof, and the amounts so paid shall be a lien on the premises afore-said and draw interest at the rate of ten per cent per annum, payable semi-annually, from date said sums are expended, all such sums shall be secured by this mortgage and be collected in the same manner as the principal debt hereby secured.

Now, if the parties of the first part shall fail to pay or cause to be paid, any of the ^{hereby} note or notes ~~hereby~~, or shall fail in any of the terms or conditions of the said prior bond or mortgage, or if at anytime there remains unpaid any interest, insurance premiums, taxes or assessments, after the same become due, or should said mortgagors commit waste on said described premises, then the said note and all the sums secured by this mortgage shall immediately