

864179 C.J.

OKLAHOMA REAL ESTATE MORTGAGE COMPANY

THIS INDENTURE, Made this 30th day of July, in the year
 One Thousand Nine Hundred and twenty four, by and between
 H. C. Walters and Lola Mae Walters, his wife, of Tulsa
 County, Oklahoma, hereinafter mentioned as first party
 (Whether one or more than one), and Jordan-Sears Mortgage
 Company, 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 Five (5) Block Two (2) Woodward Park Addition to the City of Tulsa,
 Tulsa County, Oklahoma, according to the Recorded plat thereof.

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 pay-
 ment of the principal sum of Twenty Five Hundred and no/100 , (\$2500.00) 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 here-
 with with interest thereon from the date thereof at the rate of seven per centum per annum,
 payable semi-annually, which interest is evidenced by coupons thereto attached, which princi-
 pal 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.

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 princi-
 pal 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 im-
 provements 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 pre-
 mises unceasingly insured during the life of this mortgage against fire, lightning, and torna-
 do, for not less than twenty five hundred dollars, in form and companies satisfactory to se-
 cond 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 de-
 livered 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 satisfac-
 tory 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 in-
 surance 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 neces-
 sary 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 se-
 cured hereby.