263922 C.J.

MORTGAge OF REAL ESTATE

PANKE.

THIS INDENTURE, Made this 26th day of July A. D. 1924,

TREASURING TO DODERNING in the M and is nearly and between G. M. Litson and Esther Litson, (His wife) of Tules County, State of Okle homs, parties of the first July 100 4 part and Leona Liberty, party of the second results. That the said parties of the first part, for and 43/100 (\$1217.43) DOLLARS

and in consideration of the sum of TWELVE HUNDRED SEVENTEEN and 43/100 (\$1217.43) DOLLARS to them in hand paid, by the said party 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 her heirs, and assigns, forever, all the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit:

> Lot Four (4) in Block One (1) Bellview Addition to Tulsa, Oklahoma, according to the recorded plat thereof, together with all improvements thereon.

with the tenements, appurtenances, and hereditaments thereunto belonging, and all the estate, title and interest of the said parties of the first part herein, together with the rents, issue 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 indefeasible estate of inheritance therein, free and clear of all incumbrances. excepting one certain mortgage in favor of Home Savings & Loan Association, a corporation of Bartlesville, originally in sum of \$2500.00 but reduced at this date to the sum of \$2432.57.

THIS GRANT is intended as a mortgage to secure the payment of the sum of TWELVE HUNDRED SEVENTEEN and 43/100 (\$1217.43) 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:

> Tulsa, Oklahoma, July 26th, 1924, On or before three (3) years after date, for value received, we promise to pay to the order of Leona Liberty, Twelve Hundred Seventeen and 43/100 Dollars, at Tulsa, Oklahoma, without defalcation or discount with interest at the rate of eight (8) per cent per annum, payable semi-annually, from date hereof until paid .

Said parties of the first part shell, 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 \$2500.00 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 hereof, 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 aforesaid and draw interest at the rate of ten per cent. per amum, 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 note or notes secured hereby, or shall fail in any of the terms or conditions of the said prior bond or mortgage, or if at any time there remains unpaid any interest, insurance premiums, taxes or assessments, after the same becomes due, or should said mortgagors commit waste on said described premises, then the said note and all the sums secured by this mortgage aball immediately become due and payable, at the option of the holder hereof, without notice

()

 \bigcirc