

265354 C.J.

16199

16 August 1924
G.M.

OKLAHOMA REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS: That Claude O. Link and Evelyn Link his wife of Tulsa County, in the State of Oklahoma parties of the first part, hereby mortgage to I. W. GOODMAN party of the second part, the following described real estate and premises situated in Tulsa

County, State of Oklahoma, to-wit:

A tract of land in the Southwest quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Four (4) Township Nineteen (19) North, Range Twelve (12) east I. M. more particularly described as follows: Beginning at a point 825 feet east and 559.15 feet north of the Southwest corner of said Southwest quarter of the southeast quarter, thence east 165 feet, thence north 132 feet, thence west 165 feet, thence south 132 feet to the point of beginning,

with all the improvements thereon and appurtenances thereunto belonging and warrant the title of the same. This mortgage is given to secure the principal sum of Two Hundred fifty and no/100 Dollars, with interest thereon at the rate of 10 per centum per annum, payable from maturity according to the terms of one certain promissory note described as follows to-wit:

One note dated August 14th, 1924 for \$250.00 payable to I. W. Goodman, with interest at 10% from maturity, payable in installments of \$25.00 weekly beginning August 21st, 1924; signed by Claude O. Link.

FIRST. The mortgagors represent that they have fee simple title to said land, free and clear of all liens and encumbrances, except First Mortgage to United Savings and Loan Association for \$2300.00 as appears of record, and hereby warrant the title against all persons, waiving hereby all rights of homestead exemption, and waive the appraisal of said lands in case of sale under foreclosure.

SECOND. If said mortgagors shall pay the aforesaid indebtedness both principal and interest, according to the tenor of said note as the same shall mature, and shall keep and perform all the covenants and agreements in this mortgage, then these presents shall become void; Otherwise to remain in full force and effect.

THIRD. Said mortgagors agree to pay promptly when due and payable all taxes and assessments that may be levied within the State of Oklahoma, upon said lands and tenements, or upon any interest or estate therein including the interest represented by this mortgage lien; and further to pay any tax, assessment or charge that may be levied, assessed against or required from the holder of said mortgage and note as a condition to maintain or of enforcing or enjoying the full benefit of the lien of this mortgage, or the collection of said indebtedness; and will pay any and all labor and material liens whether created before or after this date that are lawfully charged against said premises;

And will also keep all buildings erected and to be erected upon said lands, insured, against loss and damage by tornado and fire with insurance approved by the mortgagee herein in the sum of \$----- as a further security for said debt, and assign and deliver to the mortgagee all insurance upon said property to be by it collected, as its interest may appear. In case said mortgagor shall fail to pay any such taxes, assessments, charges, labor or material liens or insurance, then the holder of this mortgage and the debt secured hereby may pay said taxes, assessments, insurance, charges and liens, and said mortgagors agree to repay upon demand the full amount of said advances with interest thereon at the rate of ten per cent per annum from the date of such advancement and this mortgage shall be a further lien for the repayment thereof.

FOURTH. Mortgagors agree to pay promptly when due all interest or principal payments on all prior encumbrances if any upon said land, and if mortgagors or their successors