

W. W. Satchley, County Treasurer
Landed the 30 day of Sep 1924
No. 16227
and issued
in payment of mortgage

parties of the first part or mortgagors have mortgaged and do hereby mortgage unto Axie Riggs, nee Johnson, assigns, the following described real estate and premises, situate in the town of Jenks, County of Tulsa, State of Oklahoma, to-wit:

All of lots 16 and 17 block 9, town of Jenks, Oklahoma, according to the recorded plat thereof.

Together with the improvements thereon and the appurtenances and hereditaments thereunto belonging or in anywise appertaining and the rents, issues and profits thereof, and warrant the title to the same against all claims whatsoever, except the mortgage hereafter set forth.

This mortgage is given to secure the payment of the money and the performance of the covenants and agreements herein agreed upon to be paid and performed by the mortgagee, to-wit:

That the said mortgagors or their heirs will pay unto the said Axie Riggs, nee Johnson, or assigns at the office of First State Bank, in the Jenks City, Tulsa County, State of Oklahoma, the sum of four hundred fifty and no/100 dollars as evidenced by one promissory note of even date herewith, as follows:

First note for \$450.00, dollars, due 9/26/1925.

With interest thereon after date at the rate of ten (10) per centum per annum, the payment of which notes and the interest thereon are intended to be secured hereby.

That, in case of default in the payment of any of said notes or the interest thereon or of any sum herein agreed upon to be paid or the performance of any agreement herein contained, the said mortgagors will pay unto the said mortgagee interest at the rate of ten (10) per centum per annum, semi-annually on all of the principal sum, then remaining unpaid from the date of such default to the time when the money shall be actually paid or such agreement performed.

That the said mortgagors will pay all taxes or assessments of every kind, levied or to be levied against said first parties or mortgagors and against the premises hereby mortgaged before the same become delinquent, also all liens, claims, adverse titles and encumbrances on said property, and if any of said taxes, assessments, liens, claims, adverse titles, or encumbrances be not paid by the said mortgagors the mortgagee may elect to pay the same and shall be entitled to collect all sums thus paid with interest thereon at the rate of ten per centum per annum and this mortgage shall stand as security for the amount so paid with interest.

That said mortgagors will pay all sums, principal, interest and other sums specified and perform all agreements and covenants contained in a certain mortgage of even date herewith executed by the said mortgagors in favor of United Savings and Loan Co. Tulsa, Ok, for the sum of five hundred fifty and no/100 dollars (\$550.00) dollars, which said mortgage is hereby declared to be a prior lien hereto, and, in case such payments are not made on the day or days the same become due and payable according to the terms of said mortgage or said agreements and covenants are not performed, then and in such case, this mortgage and all sums specified herein shall at once become due and payable and this mortgage may, thereupon, be foreclosed for the full amount then remaining unpaid.

And it is expressly agreed by and between the parties hereto, that, if, the said mortgagors shall fail to perform any of the covenants and agreements herein contained, or fail to pay any of the sums of money herein specified on the day the same become due and payable the whole sum of money hereby secured, then remaining unpaid shall at once become due and payable and this mortgage may, thereupon be foreclosed for the amount then remaining unpaid, together with the interest and costs, including an attorneys fee of forty forty five and no/100 (\$45.00) and said mortgagee or any legal holder of the notes, hereby

497

COMPARED BY
P.S. and J.M.