

This mortgage is given to secure the principal sum of two hundred eighty & 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 October 29th, 1924, payable to Mell Brin in the sum of \$280.00, payable \$20.00 per month beginning November 29th, 1924, signed by J. D. Waters and Nora Waters,

First: The mortgagors represent that they have fee simple title to said land, free and clear of all liens and encumbrances, except first mortgage as appears of record, and hereby warrant the title against all persons, waiving hereby all rights of homestead exemptions, 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, of the collection of said indebtedness, and will pay any and all labor and material liens whether created before or after the date that are lawfully charged against said premises;

And will also keep all buildings erected and to be erected upon said lands, 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 mortgagors 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 in the ownership of the land herein mortgaged, default in payment of either principal or interest of any prior encumbrances, the holder of the note secured by this mortgage may pay off such prior encumbrance in full, or the amount due thereon, whether principal or interest, or may pay off the entire encumbrance in full, and mortgagors agree forthwith to repay same with interest at the rate of ten per cent (10%) per annum from date of such advancement, and the lien of this mortgage shall extend to, and protect such advances and interest and if the same be not paid within thirty (30) days from date of advancement, the holder of the note secured hereby may at any time thereafter proceed to foreclose this mortgage and all the indebtedness secured by said note shall become at once due and payable at the option of the holder thereof.

Non-compliance with any of the agreements made herein by the mortgagors shall cause the whole debt secured hereby to mature at the option of the holder hereof, and no demand for the fulfillment of broken obligations or conditions, and no notice of election to consider the debt due shall be necessary before instituting suit to collect the same and foreclose this mortgage, the institution of such suit being all the notice required.

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