

269251 - BH

## OKLAHOMA FIRST MORTGAGE.

Know all men by these presents:

That Irma May Green and husband G. A. Green, of Tulsa County, State of Oklahoma, parties of the first part have mortgage ~~and hereby~~ mortgage to C. D. Coggeshall, party of the second part, the following described real estate and premises, situated in Tulsa County, State of Oklahoma, to-wit: Northerly fifty (50) feet of the southerly one-hundred (100) feet of lot one (1) and the northerly fifty (50) feet of the southerly one hundred (100) feet of the easterly fifty (50) feet of lot two (2) all in block one hundred seventy eight (178) according to the official recorded plat of the city of Tulsa, with all the improvements thereon and appurtenances thereunto belonging, and warrant the title to the same. It is understood that this mortgage is given subject to a certain \$28,000.00 mortgage in favor of Farm & Home Savings & Loan Assn. of Missouri.

This mortgage is given to secure the principal sum of nine thousand dollars, due and payable on the 8th day of October, 1927, with interest thereon at the rate of 8 per cent per annum, payable semi-annually from date, according to the terms and at the time and in the manner provided by one certain promissory note of even date herewith, given and signed by the makers hereof and payable to the order of the mortgagee herein, and being for the principal sum of nine thousand dollars, with six coupon notes attached, evidencing said interest, one coupon being for three hundred & sixty dollars, and five coupons for three hundred & sixty dollars each.

All sums secured by this mortgage shall be paid at the office of C. D. Coggeshall & Co. in Tulsa, Oklahoma unless otherwise specified in the note and coupons.

It is expressly agreed and understood by and between the said parties hereto, that this mortgage is a first lien upon said premises; that the party of the first part will pay said principal and interest at the times when the same fall due and at the place and in the manner provided in said note, and will pay all taxes and assessments against said land when the same are due each year, and will not commit or permit any waste upon said premises; that the buildings and other improvements thereon shall be kept in good repair and shall not be destroyed or removed without the consent of the second party, and shall be kept insured for the benefit of the second party or its assigns, against loss by fire and storm for not less than twenty eight thousand dollars, in form and companies satisfactory to said second party or his representative, and that all policies and renewals of same shall be delivered to said second party or his representative.

Parties of the first part and their heirs, executors, administrators, and assigns, will warrant the quiet enjoyment of the aforesaid premises to the said party of the second part, his heirs, executors and assigns, and will forever defend the aforesaid premises against the lawful claims and demands of all persons.

It is further agreed and understood that the said second party may pay any taxes and assessments levied against said premises or <sup>any</sup> other sum necessary to protect the rights of such party or its assigns, including insurance upon buildings, and recover the same from the first party with ten percent interest, and that every such payment is secured hereby, and that in case of <sup>a</sup> foreclosure hereof and as often as any foreclosure hereof may be filed, the holder hereof may recover from the first party an attorney fee of nine hundred dollars, or such different sum as may be provided for by said note, which shall be due upon the filing of the petition in foreclosure and which is secured hereby, and which the first party promise and agree to pay, together with expense of examination of title in preparation for foreclosure. Any expense incurred in litigation or other-

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Oct 1927  
Tulsa County Treasurer  
J. M.  
Deputy

PS - J. M.