270644 C.J.

OKLAHOMA REAL ESTATE MORTGAGE

THIS INDENTURE, Made this 24 day of October in the
year One Thousand Nine Hundred and twenty-four , by
and between, V. C. Hilliard and Mary S. Hilliard, his
wife of Tulsa, Tulsa County, Oklahoma , hereinafter
mentioned as first party (whether one or more than One),

and Jordan-Sears Mortgage Company, a corporation, hereinafter mentioned as second party.

        WITNESSETH, the first party has mortgaged and does hereby mortgage to the second
party, its successors and assigns, the following described real property and premises situate
in Tulsa County, State of Oklahoma, to-wit:

        All of Lots twenty-four (24), twenty-five (25), and Twenty-six (26),
        in Block fifteen (15) of the Park Hill Addition to the City of Tulsa,
        Tulsa County, Oklahoma, according to the recorded amended plat thereof
together with all improvements thereon and appurtenances thereunto belonging or in anywise,
appertaining , and warrants the title to the same.

        This mortgage is given to secure the performance of the covenants hereof and
the payment of the principal sum of Five Thousand and No/100 ($5000.00) Dollars, according to
the terms and at the times and in the manner provided in one promissory note, made and executed
by the first party to the order of the second party herein, bearing even date herewith with
interest thereon from the date thereof at the rate of seven per centum per annum, payable semi-
annually, which interest is evidenced by coupons thereto attached, which principal sum is
payable in installments and on the dates as therein specified with the privilege of partial
payments prior to maturity in accordance with the stipulations therein.

        It is expressly agreed and understood by and between the parties hereto that
this mortgage is a first lien upon the said premises and that the first party will pay said
principal and interest at the time and in the manner provided in said notes and that the first
party will pay all taxes and assessments against said land immediately upon the same becoming
due and will not commit or permit any waste upon said premises; that the buildings or other
improvements thereof shall be kept in good repair and shall not be destroyed or removed without
the consent of the second party or its assigns; and the first party agrees to keep said premises
unceasingly insured during the life of this mortgage against fire, lightning, and tornado,
for not less than Five Thousand Dollars, in form and companies satisfactory to second party
or its assigns, and that all policies for such insurance and any insurance now or hereafter
written covering said premises shall be immediately after the execution thereof delivered to
the second party or its assigns, and all policies covering expired insurance shall be deliver-
ed to second party or its assigns at least thirty days before the expiration date of such ex-
piring insurance , all of such policies to have mortgage clause of a form satisfactory to
second party or its assigns attached. If the title to said premises be transferred, the se-
cond party or its assigns is authorized as agent for the first party to assign the insurance
to the grantee of the title, without any duty, however, on the second party or its assigns so
to do .

        It is further understood and agreed that in event any taxes or assessments against
said premises become delinquent or any other sums become due, the payment of which is neces-
sary to protect the property or the rights of the second party or assigns, or in the event of
the failure to procure and keep in force insurance as herein provided, the second party or
its assigns may pay any such taxes or assessments or sums necessary, or procure and pay for
such insurance, (but there is no obligation upon the second party or its assigns so to do);
and the first party agrees to repay the same immediately with interest at 10% , which sums so

COMPARED BY C.J. and C.M.J.

-498

COMPARED BY