

498

Filed for record in Tulsa County, Tulsa Oklahoma, Oct 28, 1924 at 1:10 o'clock P. M. in Book 498, page 267

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

270673 G. J.

I hereby certify that I received \$0.25 and tested Receipt No. 17138 therefor in payment of mortgage tax on the within mortgage.
Dated this 28 day of Oct 1924
W. W. Stuckey, County Treasurer
Deputy

OKLAHOMA REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That Elizabeth E. Sturm and O. P. Sturm, her Husband of Tulsa County, in the State of Oklahoma parties of the first part, hereby mortgage to IRA C. PASCHAL party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot One (1) and the East Twenty-five feet (E.25') of Lot Two (2) in Block Two (2) of Sunset View Addition to the City of Tulsa, and Lot Eighteen (18) in Block Two (2) in Weaver Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof;

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 One Thousand and no/100ths Dollars, with interest thereon at the rate of 10 per centum per annum, payable with note from date according to the terms of one certain promissory note described as follows to-wit:

One note for \$1000.00 dated October 22nd, 1924, and payable to Ira C. Paschal; due April 22nd, 1925 with 10% interest from date, payable at maturity of note; signed by Elizabeth and O. P. Sturm.

FIRST. The mortgagors represent that they have fee simple title to said land, free and clear of all liens and encumbrances, except as appear of record and hereby warrant the title against all persons, waiving hereby all rights of homestead exemption, and waive the appraisement 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 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.