

493

270674 C.J.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$2.14 and taxed
No. 17138 thereon in payment of mortgage
on the within mortgage.
Date this 28 day of Oct 1924
W. W. [Signature] Treasurer

OKLAHOMA REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That B. F. Culley and Bessie W. Culley, his wife of Tulsa County, in the State of Oklahoma parties of the first part, hereby mortgage to IDA READHEAD party of the second part, the following described real estate and premises situate d

in Tulsa County, State of Oklahoma, to-wit:

Lot Twenty-nine (29) in Block "C" of Joe Subdivision, located in the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Four (4) Township nineteen North (19-N) Range Twelve East (12-E)

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 Seven Hundred Fifty & No/100 Dollars, with interest thereon at the rate of 10 per centum per annum, payable monthly on the deferred balance according to the terms of two certain promissory notes described as follows to-wit:

One note in the sum of \$275.00 dated October 22nd, 1924, payable \$25.00 per month beginning November 22nd, 1924, made to Ida Readhead and signed by B. F. Culley, and Bessie W. Culley, his wife, and

One note in the sum of \$475.00 dated October 22nd, 1924 and due October 22nd, 1925, made to the order of Ida Readhead and signed by B. F. Culley, and Bessie W. Culley, his wife.

FIRST. The Mortgagors represent that they have fee simple title to said land, free and clear of all liens and encumbrances, except none and hereby warrant the title against all persons, waiving hereby all rights of homestead exemption, and waive the appraisalment 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 notes 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 notes 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.

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,

COMPARED BY
and