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REAL ESTATE MORTGAGE

271331-CW.

499

THIS INDENTURE. Made this first day of November A. D. 1924, by and between William Hackendor and Florence N. ^Hackendorf, husband and wife of ^Tulss County, State of Oklahoma, parties of the first part and Tulsa Mortgage Investment Company, a trust estate party of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Four Thousand Dollars to them in hand paid, by the saidparty of the second part, the receipt whereof is hereby acknowledged, have Granted, Bargained and Sold and by these presents do Grant, Bargain, Sell and Convey and Confirm unto sold party of the second part, and to its successors and assigns, forever, all of the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit:

All of Lots Five (5) and Six (6) in Elock Twenty-eight (28) of College Addition to the City of Tulss, according to the recorded plat thereof with the tenements appurtenances, and hereditaments thereunto belonging, and all the estate, title and interest of the said parties of the first part herein, together with the rents, issues and profits thereof. And the sedd parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

THIS CRAIT is intended as a mortgage to secure the payment of the sum of FOUR THOUSAND DOLLARS together with the interest thereon according to the terms of one certain promissory note executed and delivered by the said partles of the first part to the said party of the second part, described as follows: A note for \$4,000.00 of even date herewith, due and payable November 1st, 1927 with interest there is at the rate of eight per cent per annum until due, and at the rate of ten per cent per annum after maturity until paid. The interest before maturaty is further evidenced by six coupons for \$160.00 each attached to and forming a part of said principal note said coupons being due and payable on the first days of May and November of each year and bear interest at the rate of ten per cent per annum after maturity until paid.

Said parties of the first part shall, while any part of said principal or interest remains unpaid, pay all taxes and assessments on said mortgaged proverty when they shall become due, and shall keep the buildings on said premises in good repair and insured to the satisfaction of the holder thereof in the sum of \$4,000.00 and the policy in case of loss, payable to the holder as his interest may appear, whether the debt be due or not, and shall pay all interest as soon as it becomes due, and in case of failure to comply with any of thes? provisions. At the option of the holder hereof, such tax or assessments may be paid and such insurance effected by the holder hereof, and the amounts so paid shall be a lief on the premises aforesed and draw interest at the rate of ten per cent, per amount, mayable semi-amously, from date said sums are expended, all such sums shall be secured by this mortgage and be oplicated in the same manner as the principal debt theoreby secured. Now, if the parties of the first part shall fail to pay or cance to be paid, any of the note or notes secured hereby, or shall fail the any of the terms or conditions of the said prior bond or mortgale, or if at any time there remains unpaid any, interest, insurance premiums, taxes or assessments, after the came becomes due, or **sites d** and

mortgagers moments weate on said described premises, then the sold note and all the sums