

payment of the sum of THREE HUNDRED and No/100 DOLLARS, the receipt of which is hereby acknowledged, and also the interest thereon, as hereinafter set forth, do by these presents mortgage unto said party of the second part, its successors and assigns, all the following described real estate, situated in Tulsa County and State of Oklahoma, to-wit:

Lot Eight (8) in Block Thirteen (13) in Cherokee Heights Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

To have and to hold the same, together with all and singular the improvements thereon, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever.

This mortgage is given to secure the payment of one promissory note, to-wit: One principal note for the sum of \$300.00 due February 1, 1926. and interest thereon as specified in the face of the same, all dated of even date herewith, payable at the office of mortgagee, signed by mortgagors, and bearing interest at 10% per annum after maturity, payable semi-annually, also all commission notes executed simultaneously herewith as a part of this transaction; and this mortgage shall also secure the payment of any renewals of any such indebtedness.

Said mortgagors hereby covenant that they are owners in fee simple of said premises that the same are free and clear of all incumbrances, and will warrant and defend the same against all lawful claims of any other person.

Said mortgagors agree to insure the buildings on said premises against loss by fire or tornado in the sum of \$1000.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. All policies taken out or issued on the property, even though the aggregate exceeds the amount of this mortgage, shall be assigned to the mortgagee as additional security and in case of loss under any policy the mortgagee may collect all moneys payable and receivable thereon and apply the same to the payment of the indebtedness hereby secured or may elect to have the buildings repaired or replaced. In case of failure, neglect or refusal to procure and maintain such insurance or to deliver the policies to the mortgagee herein the mortgagee may, at its option, without notice, insure or reinsure the improvements on said real estate and the amounts of premiums paid therefor shall be secured hereby and shall be deemed immediately due and payable to mortgagee and shall bear interest until paid at 10% per annum from date of such payment.

Said mortgagors agree to pay all taxes and assessments lawfully assessed on said premises before delinquent and shall satisfy and discharge any and all liens, charges or incumbrances upon said property which are, or may become, prior-claims over the lien of this mortgage and in case such discharge and satisfaction shall not be promptly made when due or payable, then mortgagee may satisfy or pay such liens, charges or incumbrances. All payments so made by the mortgagee shall immediately be due and payable to it, including all costs, expenses and attorney fees in connection therewith, whether brought about by litigation or otherwise, and all amounts so expended or paid shall bear interest at 10% per annum from payment until reimbursement is made and shall be additional liens upon said property and secured by this mortgage.

It is further understood and agreed that during the term of this mortgage all buildings, fences, sidewalks and other improvements on said property shall be kept by mortgagors in as good state of repair as the same are at the present time and that no waste shall be permitted; that the premises shall not be used for any illegal or disreputable business or used for a purpose which will injure or render said premises unfit or less desirable for their present uses and purposes; that no unnecessary accumulation of combustible material shall be permitted on the premises; that all fixtures now installed or which may hereafter

499

COMPARED
J.S. J.H.