

OKLAHOMA---- CITY MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS:

That on this 6th, day of October 1909, J. H. Simmons and Margaret Simmons, husband and wife, of Tulsa County and State of Oklahoma, parties of the first part in consideration of the sum of Ten Thousand (\$10,000) Dollars, to them in-hand paid, by The Standard Mortgage Company of Tulsa, Oklahoma party of the second part, the receipt whereof is hereby acknowledged, have mortgaged and hereby mortgage unto the said The Standard Mortgage Company, its successors and assigns, the following premises, situated in the County of Tulsa in the State of Oklahoma, with all the improvements thereon and appurtenances thereto belonging, together with rents, issues and profits thereof, and more particularly bounded and described as follows, to-wit:

The East Forty (40) feet of Lot No. Five (5) in Block No. One Hundred and six (106), in the city of Tulsa, Oklahoma as shown by the recorded plat thereof according to the official plat thereof, and warrant the title to the same.

TO HAVE AND TO HOLD the premises above described, together with all rights and claims of Homestead Exemption of said parties of the first part their heirs, executors, administrators or assigns therein, with all the privileges, rights, hereditaments and appurtenances to the said premises and homestead exemption in anywise appertaining and belonging to said THE STANDARD MORTGAGE COMPANY, and to its successors and assigns, forever: Provided, Nevertheless, this conveyance is made upon the following covenants and conditions, to-wit:

FIRST. Said first party hereby covenants and agrees, that it is lawfully seized in fee of the premises hereby conveyed, and that it has good right to sell and convey the same as aforesaid; that the said premises are clear of all incumbrances that it will, forever warrant and defend the title to the said premises against all lawful claims and demands.

SECOND. That it will pay to said second party or order Ten Thousand (\$10000) Dollars with interest thereon from November 1st, 1909, until paid at the rate of six per cent per annum, payable semi annually, on the first day of May and November in each year, and in accordance with four certain promissory notes of the said first party, with coupons attached, of even date herewith.

THIRD. That during the continuance in force of this instrument, the said first party will pay all taxes, charges or assessments, general or special, that may be levied upon said real estate by the authority of the town, or city in which said real estate is situated, or any part thereof when the same shall become by law due and payable, including all taxes, and assessments of every kind and character levied upon the interest therein of the mortgagee or its assigns, and all taxes levied upon said mortgagee; and the said mortgagors shall not be entitled to any offset against the sums hereby secured for taxes so paid; and that first party will exhibit once a year, on demand, receipts of the proper persons to said party of the second part, its successors or assigns, showing payment thereof, until indebtedness hereby secured shall be fully paid. The said first party further agrees to constantly keep the said premises free from mechanics liens and all other liens, and to preserve and protect the security hereunder against any adverse, superior or intervening claim or interest.

FOURTH. That said first party will keep all buildings, fences, sidewalks and other improvements on said real estate in as good repair and condition