

55298

(ORDER BY NUMBER)

BOOK 3248 PAGE 711

MORTGAGE OF REAL ESTATE

I hereby certify that I received \$ 7.00 and issued Receipt No. 118389
 payment of Mortgage Tax on the within Mortgage, dated this 1 day of 4/1956
 ALBERT DYER, County Treasurer, By [Signature] Deputy

Know all men by these Presents:

THAT, J. M. Picow, also known as Jack M. Picow, and Dorothy B. Picow,
 husband and wife

of Oklahoma County, in the State of Oklahoma, first party has mortgaged and hereby
 mortgages to Fidelity National Bank & Trust Company of Oklahoma City, second party
 (the word party herein including both singular and plural) the following described real estate and premises, situated in
 Oklahoma County, State of Oklahoma, to-wit:

See Attached Schedule:

- Lots 1 to 25 and 27 and 30 to 46 and 51 to 84, Block 4;
- Lots 1 to 5 and 7 to 86, Block 5;
- Lots 11 to 14 and 16 to 74 in Block 6;
- Lots 1 to 8 and 11 to 29 and 31 to 57 and 59 to 67 and 69 to 86, Block 8;
- Lots 1 to 38 and 40 to 44 in Block 10;
- Lots 1 to 10 and 13 to 44 and 47 to 55 and 58 to 86, Block 11;
- Lots 1 to 32 and 43 and 49 and 50 and 53 to 59 and 61 and 65 to 70
 and 77 to 84, Block 13;
- Lots 1 to 7 and 10 to 24 and 26 to 65 and 70 to 86, Block 14;
- Lots 1, 2 and 5 to 84, Block 16;
- Lots 1 to 42 and 44 to 63 and 74 to 76 and 79 to 86, Block 20;
- Lots 1 to 14 and 17 to 72 and 74 to 84 in Block 21;
- Lots 1 to 10 and 13 to 84, Block 22;
- Lots 1 to 16 and 19 to 27 and 31, 32 and 35 to 82 and 85 and 86, Block 23;
- Lots 1 to 56 and 58 to 84 in Block 24;
- Lots 1 to 76 and 81 to 84 in Block 25;
- Lots 1 to 38 and 40 to 86, Block 26;
- Lots 1 to 44 and 46 to 84, Block 27;
- Lots 1 to 7 and 13 to 17 and 21 to 73 and 76 to 84, Block 28;
- Lots 1 to 11 and 16 to 19 and 24 to 84 in Block 29;
- Lots 6 to 60 and 63 to 79 Block 31;
- Lots 1 to 21 and 32 to 43 and 46 to 86, Block 32;
- Lots 1 to 34 and 53 to 84, Block 33;
- Lots 1 to 10 and 13 to 31 and 33 to 74 and 77 to 84, Block 34;
- Lots 1 to 77, Block 35;
- Lots 30 to 42, Block 36;
- Lots 11 to 33 and 36 to 73 and 80 to 84, Block 37;
- Lots 1 to 20 and 24 to 63 and 67 to 86, Block 38;
- Lots 1 to 72 and 75 to 84, Block 39;
- all lots inclusive and all in WRIGHT PLACE, adjacent to Town of Orchard,
 Oklahoma, being a subdivision of part of the SE $\frac{1}{4}$ of Section Twelve (12)
 Township Eleven (11) North, Range One (1) West of I.M., Oklahoma County,
 Oklahoma, according to the recorded plat thereof.

AND

Three tracts of land in the S/2 SE/4 Section 12-11N-1W, Oklahoma County, Oklahoma: 2-11-1W

Tract # 1 - Beginning at a point 33' North and 33' West of the Southeast corner of
 Section 12, thence West and parallel to the South line of said Quarter Section a
 distance of 140'; thence North parallel with the East line of said Quarter Section a
 distance of 1235.07'; thence Easterly 140'; thence South and parallel with the East
 line of said Quarter Section a distance of 1,233.56' to the point or place of beginning.

Tract # 2 - Beginning at a point 33' North and 1056' West of the Southeast corner of
 Section 12, thence West and parallel to the South line of said Quarter Section a
 distance of 346'; thence North parallel with the East line of said Quarter Section
 a distance of 1248.49'; thence Easterly 346'; thence South and parallel with the
 East line of said Quarter Section, a distance of 1244.71' to the point or place of
 beginning.

Tract # 3 - Beginning at a point 33' North and 2094' West of the Southeast corner of
 Section 12, thence West and parallel to the South line of said Quarter Section a
 distance of 526.70'; thence Northerly 1261.73'; thence Easterly 520'; thence South
 and parallel with the East line of said Quarter Section a distance of 1256.05' to the
 point or place of beginning.

together with all the lands, tenements and hereditaments thereunto appertaining, and together with all the improvements thereon and appurtenance thereunto belonging; and it is agreed that all window shades, electrical fixtures and connections, including glass shades, gas fixtures, including floor furnaces and wall stoves, and stoves set in fire places, plumbing fixtures and built-in refrigeration units, and roll-away beds and kitchen cabinets, either wooden or steel, either now in such premises or hereafter installed, are intended to be permanently affixed to the real estate and to become a part of such real estate, and it is hereby agreed that the same are, and shall be, a part of said real estate, and covered by this mortgage; and warrant the title to the same and waive all homestead exemptions.

This mortgage is intended to secure the payment of One promissory note of even date herewith:

Note in the principal amount of \$35,000.00, dated August 31, 1965, maturing one year ~~November 29, 1965~~, with interest at the rate of six percent per annum, from date

made to The Fidelity National Bank & Trust Company of Oklahoma City, Oklahoma or Oklahoma City with six per cent interest per annum

order, payable of annually, and signed by first party. Said first party hereby covenants that he is owner in fee simple of said premises, and that they are free and clear of all encumbrances

That first party has good right and authority to convey and encumber the same and will warrant and defend the same against the lawful claims of all persons whomsoever.

That first party, before the same becomes delinquent, will pay all taxes and assessments which shall be levied upon the said lands, or upon or on account of this mortgage, or the indebtedness secured hereby, or upon the interest or estate in said lands created or represented by this mortgage, or by said indebtedness, whether levied against the said first party, legal representatives or assigns, or otherwise; and said first party hereby waives any and all claim or right against said second party, heirs, executors, administrators, successors, or assigns, to any payment or rebate on or offset, against the interest or principal or premium of said mortgage debt, by reason of the payment of any of the aforesaid taxes or assessments.

That the said first party will also keep all buildings erected and to be erected upon said lands insured against loss and damage by tornado, fire and hail with insurers approved by the second party in the sum of Thirty-Five Thousand Dollars as a

further security to said mortgage debt, and assign and deliver to second party all insurance upon said property. If said first party makes default in any of the aforesaid taxes and assessments, or in procuring and maintaining insurance above covered, said second party, heirs, executors, administrators, successors or assigns, may pay such taxes and effect such insurance, but shall not be obligated so to do, and the sum so paid shall be a further lien on said premises, payable forthwith, with interest at the rate of ten per cent per annum.

In the event of damage to or destruction of the improvement on such premises, or any part thereof, within the term of any insurance policy covering the same, second party, successors and assigns, are hereby empowered and authorized to collect such insurance or to make such adjustment, compromise or settlement thereof as may seem proper or expedient to the second party, to prosecute any action deemed advisable to collect the same either in the name of second party or first party, as may be necessary, and to settle, adjust or compromise such action according to second party's best judgment; that the proceeds of such insurance, after first deducting therefrom the cost of collecting the same, including court costs and a reasonable attorney's fee, may, at the option of second party, either be credited upon the mortgage indebtedness or applied to the repair, renovation or replacement of the property or improvements so damaged or destroyed covered by such insurance; it being further agreed that the insurance company carrying such insurance is hereby authorized to make the check in payment of such insurance, or any adjustment or compromise thereof, payable to second party, and that it shall not be necessary for first party, successors or assigns, to endorse such check or execute any further release, but that the release and satisfaction of second party, and second party's receipt for said money, shall be all that is necessary.

It is further agreed that no waste shall be committed on said premises and that the improvements on said premises shall be kept in a good state of repair.

It is further agreed that no mineral lease shall be executed on said premises without the written consent of the mortgagee, and that in the event of the development of said land for oil, gas or other minerals, any lease money, rental, bonus or royalty received therefrom, or included in any mining lease shall be payable to the mortgagee until the indebtedness hereby secured has been paid in full, but the acceptance thereof by the mortgagee shall not constitute a waiver of any of the provisions of this mortgage.

Should first party breach any of the covenants herein contained or should default be made in the payment of any of the notes herein specified, or partial payments thereof provided for herein, or in the payment of any interest when due, or of any special assessments, taxes or insurance premiums, or any part thereof, when the same are payable as provided in the mortgage, or said notes, then the aforesaid principal sum secured hereby, or balance due thereon, and all special assessments, taxes and insurance premiums paid by second party, shall, at the option of the second party, heirs, executors, administrators, successors or assigns, become immediately payable, anything hereinbefore contained to the contrary notwithstanding. In the event of legal proceedings to foreclose this mortgage, said indebtedness shall bear interest from the filing of such foreclosure proceedings at the rate of ten per cent per annum. 10% of unpaid principal & interest due

Said first party shall pay to second party, heirs, executors, administrators, successors or assigns, the sum of Dollars as a reasonable solicitor's fee as often as any legal proceedings are brought to foreclose this mortgage for any default in any of its covenants, or as often as the said first party or second party may be made defendants in any suit affecting the title to said property or the priority of this mortgage, which sum shall be an additional lien upon said premises.

Should condemnation proceedings of any character be instituted affecting said premises, first party agrees to notify second party thereof, and does further agree that any condemnation money awarded first party in such proceedings, or as a result of such proceedings, shall be paid to second party to be applied on the indebtedness hereby secured, and first party hereby gives to second party a lien on such money, judgment or award given to, or made to, or in favor of first party as a result of any condemnation proceedings or as a result of any exercise of the right of eminent domain, whether the same be made the subject of court proceedings or not, affecting the premises hereby mortgaged, but this clause of the within mortgage shall not be a waiver of the right of second party to be made a party to such condemnation proceedings, or any proceeding affecting the title to said premises, and shall not obviate the necessity of making second party party thereto, and it is further agreed that in case second party be made a party to such proceedings, second party shall have the right to defend the same in the same manner as first party, and the expense thereof, including a reasonable attorney's fee, shall be made an additional lien on said premises and secured by this mortgage.

As a further security for the indebtedness hereinbefore recited, first party hereby gives and grants to second party a specific lien on all rentals received from the above described real estate, or any part thereof, with the right to collect such rentals either in the name of second party or first party at the option of second party, and to apply the same on the indebtedness secured hereby.

It is expressly stipulated and agreed that in case of the foreclosure of this mortgage, the court shall decree and direct the sale to be either with or without appraisal as the second party, heirs, executors and assigns, shall elect.

IN WITNESS WHEREOF, First party has hereunto set his hand and seal this 31st day of August, 1965

Witnesses:

J. M. Picow (Seal)
Dorothy B. Picow (Seal)

Mainly Office Supply Co. - Printers - Okla. City

INDIVIDUAL ACKNOWLEDGMENT

(Oklahoma Form)

STATE OF Oklahoma County of Oklahoma, ss:

Before me the undersigned, a Notary Public, in and for said County and State, on this 31st day of August, 1965,

personally appeared J. M. Picow, also known as Jack M. Picow, and Dorothy B. Picow, husband & wife,

to me known to be the identical person 5 who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires 7/1/65 Harriet P. Proctor Notary Public

INDIVIDUAL ACKNOWLEDGMENT

(Oklahoma Form)

STATE OF _____ County of _____, ss:

Before me the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 19____,

personally appeared _____ to me known to be the identical person _____ who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

STATE OF OKLAHOMA, OKLAHOMA COUNTY, SS: THIS INSTRUMENT WAS FILED FOR RECORD ON PAGE 711

THE 1 DAY OF Sept, 1965, AT 11:25 O'CLOCK A M AND DULY RECORDED.

JOE MATTOX, COUNTY CLERK

FEE 4.70 BY Vaughan DEPUTY.