

REAL ESTATE MORTGAGE

SEP-6-79

85459

Ad

6.00

BOOK 4601 PG 1391

KNOW ALL MEN BY THESE PRESENTS:

That Muriel Droke and Alvernia Droke husband and wife, hereinafter designated Mortgagor, whether one or more, has mortgaged and hereby mortgages unto Western Trust and Savings, 5001 N. Penn, Oklahoma City, Oklahoma 73112, an Oklahoma Corporation, hereinafter designated Mortgagee, the following described real property, situated in Oklahoma County, State of Oklahoma, to-wit:

Lot Nine (9) in Block Four (4) in CAMELOT ESTATES an addition to Oklahoma City, Oklahoma County, Oklahoma, according to the plat recorded in Boo 42, page 27.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 17.60 and issued receipt therefor in payment of mortgage tax on the within mortgage. Dated this 6 day of Sept 1979. By JOE B. BARNES County Treasurer Deputy

STATE OF OKLAHOMA OKLAHOMA COUNTY RECEIVED FOR FILE SEP 6 12 01 PM 1979

together with all buildings and improvements thereon and appurtenances thereunto belonging and the improvements thereon and all plumbing, heating and lighting fixtures and all equipment and improvements of every nature now or hereafter attached to or used in connection therewith, and warrants the title to the same, free and clear of all encumbrances of whatsoever nature except the following First Real Estate Mortgage:

1st Western Trust and Savings

and the Mortgagor herein covenants and agrees that this Mortgage shall constitute a valid paramount first lien on said premises inferior only to the above described First Real Estate Mortgage.

This Mortgage is given to secure the principal sum of Seventeen Thousand, Five Hundred, Ninety-nine and 84/100 (17,595.84) according to the terms and conditions of one (1) certain Note of even date herewith executed by the Mortgagor to the order of the Mortgagee, the terms and conditions of which note are by reference made a part of this Mortgage as though incorporated herein. Maturity Date: 09-15-87

This mortgage is further given to secure all sums not now due but that which may become due and owing unto the Mortgagee of whatever nature and kind and of all indebtedness direct or contingent of said Mortgagor as if said indebtedness was contracted and was due and owing by me at the time of the execution of this Mortgage. Further this Mortgage is to secure all notes, signed or to be signed by the Mortgagor with the Mortgagee, and all future advances made by the Mortgagee to the Mortgagor.

Mortgagor hereby covenants and agrees with said Mortgagee as follows:

(1) To pay to said Mortgagee all sums of money provided for in said note and future advances secured by this Mortgage, promptly and when and as the same becomes due.

(2) To pay all taxes, assessments, penalties and charges which may be levied upon or against the property covered by this Mortgage, or the indebtedness secured hereby, except State mortgage tax; and all other taxes and assessments which may become a lien upon said property, before the same become delinquent; and to furnish to the Mortgagee receipts evidencing such payment; and to keep all buildings, improvements and equipment hereby mortgaged, continuously insured for the benefit of the Mortgagee against loss by fire, windstorm, and hail, and, if required by the Mortgagee, against loss by explosion, riot and civil commotion, or any other kind of insurance, in such company or companies as the Mortgagee may approve, and in such amounts as may be required by the Mortgagee, with a mortgage clause making loss payable to the Mortgagee, its successors and assigns, in form approved by the Mortgagee, and to deliver to the Mortgagee as issued, with all premiums thereon paid in full, all insurance policies on said property; and in the event of any sum of money becoming payable under such policy or policies, the said Mortgagee, its successors or assigns, shall have the option to receive and apply the same on account of the indebtedness hereby secured, or to permit the Mortgagor to receive and use it, or any part thereof, for the purpose of remodeling or repairing the damaged premises, or for other purposes, without thereby waiving or impairing any equity lien or right under or by virtue of this Mortgage.

(3) Mortgagor further covenants not to remove or permit to be removed from said premises any of the buildings, improvements, fixtures or shrubbery thereon, or that may be thereafter placed thereon, during the term of this Mortgage, or during suit to foreclose same, without the written consent of the Mortgagee; and not to commit or suffer to be committed any waste or impairment or deterioration of said property herein mortgaged, or any part thereof; and in case of the condemnation for public use of said property or any part thereof, the Mortgagee shall have the right to all damages awarded up to but not exceeding the amount of the then remaining indebtedness secured hereby.

(4) The Mortgagee shall have the power, but shall not be obligated, to do any of the things which Mortgagor herein obligates itself and themselves to do and perform. If Mortgagor shall fail to do or perform any such things as and when performable, any amount paid or advanced by Mortgagee shall be a charge against Mortgagor, secured by this Mortgage, and shall be payable on demand, with interest at the rate of 15.50 per cent (15.50) per annum from the date of disbursement until paid, and Mortgagee shall be, and is hereby expressly subrogated to all the rights, equities and liens discharged by any amount advanced hereunder.

(5) In no event shall the sale of such property or any part thereof relieve the Mortgagor of the liability to make the payments required by the note, advances and Mortgage, and the performance of the covenants and agreements herein contained. In the event the ownership of the mortgaged premises, or any part thereof becomes vested in any person other than the Mortgagor, the Mortgagee, its successors or assigns, may, without notice to the Mortgagor, deal with such person or persons with reference to this Mortgage and the covenants herein contained, and the note and debt secured hereby, and the mortgaged property, in the same manner as with the Mortgagor, including change in the amount of the liability of the Mortgagor or others that may have become obligated on account thereof; and the renting and collection of rents by the Mortgagee shall not relieve the Mortgagor from liability for the payment of the sums specified and required in the note which this Mortgage secures, or the performance of the covenants and requirements in this Mortgage contained.

Return

17.60

(6) If default be made in the payment of the principal or any interest called for by the terms of the above described note or advances secured hereby or in case of the violation or failure to perform any of the covenants or agreements herein contained or in said note or advances contained, or should the premises mortgaged hereby come into the possession or control of any court prior to the payment of the debt herein secured, the Mortgagee may at its option declare all of the indebtedness secured hereby due and payable without further notice and Mortgagee may proceed with suit for money judgment and foreclosure of this mortgage or either. A default in the terms and conditions of the above described First Real Estate Mortgage and the promissory note which it secures shall also be deemed and construed as a default in the terms and conditions of this Real Estate Mortgage and the notes it secures. In the event of foreclosure of this Mortgage, and as often as any proceedings shall be taken to foreclose the same, or if this Mortgage or the notes secured hereby is placed in the hands of an attorney for collection, by suit or otherwise, or if Mortgagee becomes a party to any suit involving the mortgaged premises, Mortgagor will pay in addition to the indebtedness secured hereby, a reasonable attorney's fee, to be fixed by the Court and also will pay all costs of any such action; all such attorney's fees and costs shall be a further charge and lien upon the above described real property and be deemed secured by this Mortgage. In any proceedings to foreclose or enforce this Mortgage, appraisalment of the aforescribed premises is hereby expressly waived or not waived, at the option of the Mortgagee, such option to be exercised at or prior to the time judgment or a decree of foreclosure is rendered.

(7) The granting of any extension or extensions of time for payment of the note secured hereby and all future advances, either to the maker or to any other person, or the taking of other or additional security for payment thereof, or any modification of the terms of this Mortgage, or the waiver of or failure to exercise any right to accelerate the whole debt secured hereby under any covenant or stipulation herein contained, shall not in any way affect this Mortgage or the lien hereof nor the rights of the Mortgagee herein, nor operate as a release from any personal liability upon said note of any party thereto nor under any covenant or stipulation herein contained.

(8) The promises and agreements contained in the Note secured hereby and the agreements and covenants in this Mortgage contained are all part of the consideration for the extension of credit or the loan of the money hereby secured.

(9) Time is of the essence of this Mortgage and each and every covenant and agreement in said note secured hereby. Each of the covenants and agreements contained in this Mortgage and in the note secured hereby is binding upon the Mortgagee and the Mortgagor and their respective heirs, administrators, executors, devisees, trustees, grantees, successors, and assigns.

(10) This Mortgage and the note secured hereby and all future advances, shall be construed according to the laws of the State of Oklahoma effective at the date hereof.

IN WITNESS WHEREOF, the undersigned Mortgagors and each of them have hereunto set their hands and seals this 31st day of August 19 79.

Muriel A. Droke  
Muriel Droke

Alvernia Droke  
Alvernia Droke

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, 19 79, personally appeared Muriel Droke and Alvernia Droke to me known to be the identical person <sup>s</sup> who executed the within and foregoing instrument, and acknowledge 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 of office the day and year above written.



Rosinna L. Lies  
Notary Public

My Commission Expires Sept. 19, 1982