

SECURITY TITLE INSURANCE AGENCY
217 N. HARVEY

OKLAHOMA CITY, OKLAHOMA 73102 REAL ESTATE MORTGAGE

BOOK 4602 PG 266

SEP-7-79

8 5 9 4 7

Aed ---

6.00

KNOW ALL MEN BY THESE PRESENTS:

That Floyd L. Poag, Sr. and _____
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:

The West 8' of Lot Nineteen (19) and all of Lot Twenty (20) Block One (1)
HILDALE THIRD ADDITION to Oklahoma City, Oklahoma County, Oklahoma,
according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

\$1680 I hereby certify that I received
79451 and issued receipt No.
therefor in payment of
mortgage tax on the within mortgage.
Dated this 7 day of Sep 1979
JOE B. BARNES, County Treasurer
By _____ Deputy

STATE OF OKLAHOMA
OKLAHOMA COUNTY
RECORDED
SEP 7 12 30 PM '79
JERRY DEVUDDY
OKLA. COUNTY CLERK

together with all buildings and improvements thereon and appurtenances thereunto belonging and all 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 encum-
brances of whatsoever nature except the following First Real Estate Mortgage:

Mutual Federal Savings and Loan Association

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 Sixteen Thousand, Seven Hundred, Seventy-one
Dollars and 20/100 (16,771.20) 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: 09-20-84

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 Mort-
gagor 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 com-
mitted 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.

(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, appraisal 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.

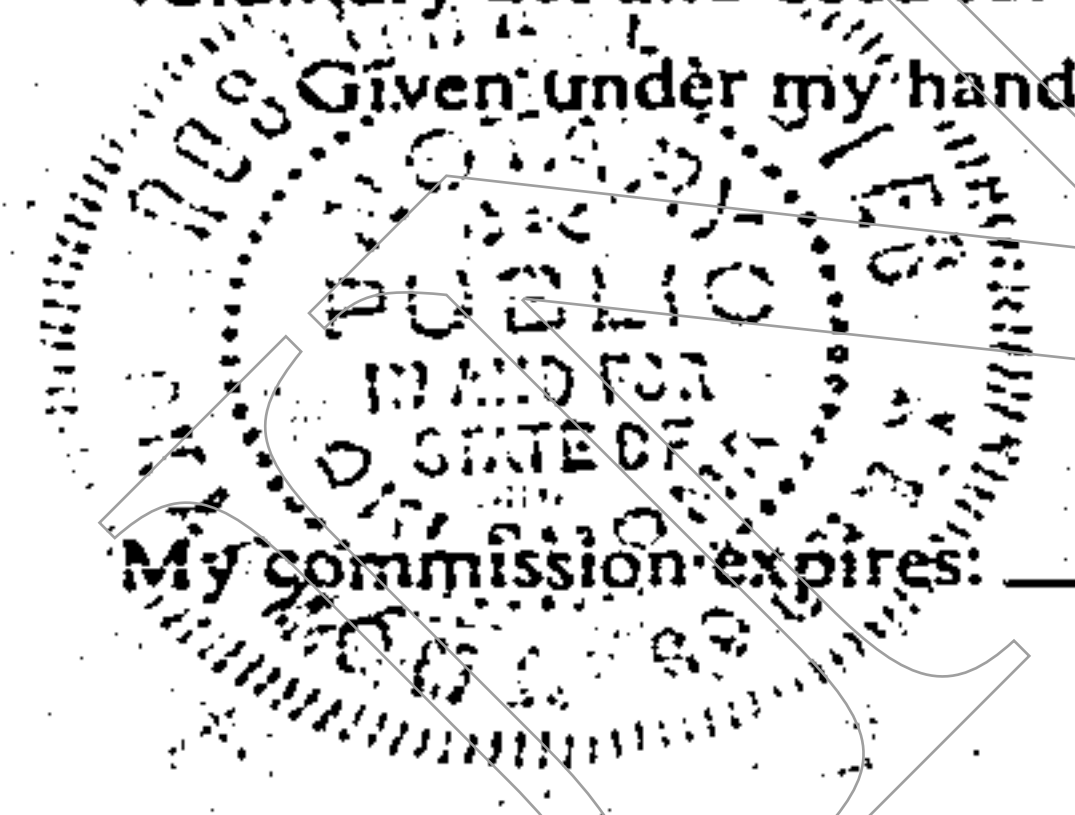
IN WITNESS WHEREOF, the undersigned Mortgagors and each of them have hereunto set their hands and seals this 6th day of September, 1979.

Floyd L. Poag Sr.
Floyd L. Poag, Sr.

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 6th day of Sept., 1979, personally appeared Floyd L. Poag, Sr. and _____ to me known to be the identical person who executed the within and foregoing instrument, and acknowledge to me that he executed the same as his 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.



Rosanna L. Sties
Notary Public

My Commission Expires Sept. 19, 1982

BOOK 4602 PG 267
ORIGINAL FILED IN BOOK 4602 PG 267
RECORDED IN BOOK 4602 PG 267