

REAL ESTATE MORTGAGE OK 6747 PAGE 0893

THIS MORTGAGE, made this day of 12th of May, 19 95, between Richard L. Sexton & Sharon Kay Sexton aka Sharon Griffin Husband and Wife of 502 Tinker Dr. City of Midwest City, Oklahoma, Mortgagors and Blazer Financial Services, Inc. of 6726 NW Expressway, City of Oklahoma City, County of Oklahoma, State of Oklahoma, Mortgagee.

THIS MORTGAGE SECURES FUTURE ADVANCES AS PROVIDED BELOW - MAXIMUM AMOUNT FINANCED OF \$250,000. WITNESSETH: That Mortgagors, in consideration of the loan described below do hereby bargain, grant, sell and convey unto Mortgagee, its successors and assigns, the following described real estate situated in the County of Oklahoma, State of Oklahoma:

Lot Nineteen (19), Block Four (4), Atkinson Heights First Addition to Midwest City, Oklahoma County, State of Oklahoma, According to the recorded plat thereof.

DOC NUMBER 95065682
BOOK 6747
PAGES 893 - 894
TIME 2:36:54
FEE 10.00
05/25/95
JOHN J GARVEY
OKLAHOMA COUNTY CLERK
RECORDED AND FILED

TREASURER'S ENDORSEMENT
I hereby certify that I received \$3,800 and issued receipt 000020 therefore in payment of mortgage tax on the within mortgage. Dated this 25 day of May, 19 95. FORREST 'BUTCH' FREEMAN, County Treasurer. By [Signature] Deputy

Being all or a portion of the real estate conveyed to Mortgagors by [Signature] by a [Signature] Deed dated [Signature], 19 [Signature] and recorded in Deed Book [Signature], Page [Signature], in the office of the County Clerk of Oklahoma County, State of Oklahoma.

TOGETHER with all easements and hereditaments, all buildings, improvements, fixtures and appurtenances now or hereafter erected thereon, and all rents, issues and profits thereof.

TO HAVE AND TO HOLD the above-described property unto Mortgagee, its successors and assigns forever; and Mortgagors do hereby covenant that they will warrant generally the property hereby conveyed; that they have the right to convey the property; and that the same is free from any and all liens, encumbrances and adverse claims except as stated above or as follows:

FOR THE PURPOSE OF SECURING (1) The payment of a certain indebtedness in the amount of \$ 4828.50 plus interest as evidenced by a note of even date executed and delivered by the Mortgagors to the Mortgagee which is repayable in 48 monthly installments, the first installment being in the amount of \$ 179.95 and due on the 1st day of July, 19 95 and the remaining installments in the amount of \$ 153.00 and payable monthly thereafter with the final installment being due on the 1st day of June, 1999.

(2) Any additional or future advances made by Mortgagee to Mortgagors or Mortgagors' successor in title at any time before the cancellation or release hereof, evidenced by a subsequent or renewal note, either as a future loan by Mortgagee, a refinancing of the unpaid balance of the indebtedness stated above, or a renewal or either, provided that the PRINCIPAL AMOUNT (AMOUNT FINANCED) SHALL NOT EXCEED \$250,000. (3) The performance of all other agreements in the original note, subsequent or renewal note, and the performance of Mortgagors' covenants and agreements herein contained, including the payment of all amounts advanced for protection of the security.

The word Note wherever used herein shall include all notes, if more than one, secured by this Mortgage. All the terms and provisions of the Note are incorporated herein and made a part hereof by reference and shall constitute covenants of Mortgagors with the same force and effect as though set out herein. The Mortgagors covenant and agree:

That they have good right and lawful authority to convey and encumber the same and that they will warrant and defend the title to the Mortgaged Premises against the claims of all persons. Mortgagors will keep all improvements subject hereto in good condition and will not commit or permit waste of the Mortgaged Premises. Mortgagors will maintain insurance on the buildings, improvements and fixtures covered by this Mortgage against fire and other hazards in a sum and with a company satisfactory to the Mortgagee; all policies immediately shall be assigned and pledged to Mortgagee and deposited with it as additional security for the payment of all sums secured hereby; all policies shall contain a clause satisfactory to Mortgagee making any sum due thereunder payable to Mortgagee as its interest may appear. Mortgagors will pay all taxes and assessments levied and assessed against the Mortgaged Premises or any part thereof before they become delinquent. Mortgagors will keep the Mortgaged Premises free of all liens of every character. If Mortgagors fail to maintain said insurance or promptly to discharge and secure the release of any lien or pay any and all taxes and assessments as above provided, then the Mortgagee may maintain such insurance and or pay and discharge any such lien or any such taxes and assessments; Mortgagors shall within ten (10) days thereafter repay to Mortgagee all such sums so paid by it plus interest thereon at the rate of 10 percent per annum, and this Mortgage shall secure the repayment of all such sums; the making of such payments by Mortgagee shall not constitute a waiver of the Mortgagors' default, whether such payments be made by Mortgagee prior or subsequent to its election to declare the entire debt due as herein provided for. In the event of any casualty loss, Mortgagee directs any Insurer to pay holder directly to the extent of holder's interest and appoints holder as attorney in fact to endorse any draft, to the extent not prohibited by law.

95052198 77-466 RC

If payment of all or any part of the interest or principal due on the Note, or any other sum secured hereby, is not made when due or if any execution, attachment or other writ shall be levied upon the Mortgaged Premises, or in the event of the institution of bankruptcy proceedings by or against the Mortgagors or any maker of the Note, or the appointment of a receiver for any such maker or the Mortgagors, or the Mortgaged Premises, or if the Mortgagors or any such make an assignment for the benefit of creditors, or if the Mortgagors fail to keep or perform any of the covenants of this Mortgage, or fail to pay any other indebtedness which constitutes a lien upon said Mortgaged Premises, then, upon the happening of any of said events, the entire amount of indebtedness secured hereby, less any required refunds shall, at the election of the Mortgagee, become due and payable immediately, and this Mortgage may be foreclosed free of exemptions immediately, and Mortgagee shall be entitled to possession of the Mortgaged Premises and to the rents and profits therefrom, and shall as a matter of right, on the institution of any such foreclosure proceedings, be entitled to the appointment of a receiver for the purpose of preserving the Mortgaged Premises and collecting said rents and profits, said rents and profits being hereby assessed to Mortgagee as further security for said indebtedness. If an action to foreclose the Mortgage is filed the Mortgagors agree to pay the Mortgagee's attorney a fee of 10% of the amount then due, which fee shall in no event be less than \$300.00, and all costs in connection with such suit, including but not limited to abstracting cost; such fees and costs shall be secured by the lien of this mortgage.

Mortgagors agree that no other party, lender or Mortgagee under this mortgage or the notes herein described has any responsibility to review the provisions, if any, in any prior mortgage or deed of trust encumbering said real estate which declare the entire balance of the indebtedness secured by such prior mortgage or deed of trust to be immediately due and payable in the event Mortgagors further encumber said real estate, or to negotiate with the mortgagee or beneficiary in such prior mortgage or deed of trust concerning such provisions. Mortgagors accept full responsibility for the effect of such provisions and also understand and agree that no representation or warranty has been made with regard to any of the rights of the Mortgagors in any prior mortgage or deed of trust.

In the event the real estate described herein or any part thereof is sold or conveyed to any person other than the Mortgagors without the written consent of the owner of the indebtedness secured hereby, all of the said indebtedness shall, at the option of said owner and without notice, become at once due and payable subject, however, upon prepayment in full to any required rebates. In this event, said indebtedness shall be collectible as in the case of any other default hereunder.

Mortgagors for all purposes waive notice of Mortgagee's election to declare the whole debt due as above provided, demand of payment of any sum secured hereby and demand for performance of any covenant hereof, and agree that appraisement may be waived or not at the option of the Mortgagee, without notice to the Mortgagors. All of the covenants, agreements and terms contained herein shall be binding upon the heirs, personal representatives, successors and assigns of Mortgagors and shall inure to the benefit of the successors and assigns of Mortgagee. Mortgagors, if requested so to do, will execute and deliver such other instruments and assignments as in the judgment of Mortgagee are necessary or proper to effectuate more certainly the intention and purpose of this instrument.

Any of this instrument contrary to applicable law shall not invalidate the other parts of this agreement.  
IN WITNESS WHEREOF, Mortgagors have executed these presents the day and year above written.

Witness Signature: [Signature]  
Type Name (and Title, if applicable) Here: Richard L Sexton  
Witness Signature: [Signature]  
Type Name (and Title, if applicable) Here: Sharon Sexton

Important  
Signature must be the same as the name typed on the face of this instrument and below the signature lines.

STATE OF OKLAHOMA,  
County Of Oklahoma ss.  
Before me, Aaron Cavin a Notary Public in and for said County and State, on this 12th day of May, 1995 personally appeared Richard L Sexton & Sharon Sexton Husband & Wife

to be known to be the identical person s who executed the within and foregoing instrument, and acknowledged to me that Richard L Sexton & Sharon Sexton executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal, the day and year above set forth.  
My commissions expires 3-10-98, 1998 [Signature] Notary Public

STATE OF OKLAHOMA,  
County Of \_\_\_\_\_ ss.  
Before me, \_\_\_\_\_ a Notary Public in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19 \_\_\_\_\_ personally appeared \_\_\_\_\_

to me known to be the identical person \_\_\_\_\_ who subscribed the name of the maker thereof to the foregoing instrument as its \_\_\_\_\_ President, and acknowledge to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

WITNESS my hand and official seal, the day and year above set forth.  
My commissions expires \_\_\_\_\_, 19 \_\_\_\_\_ Notary Public

REAL ESTATE MORTGAGE FROM TO STATE OF OKLAHOMA COUNTY, } ss. This instrument was filed for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M, and recorded in Book \_\_\_\_\_ of \_\_\_\_\_ at page \_\_\_\_\_ By \_\_\_\_\_ COUNTY CLERK DEPUTY Fees \$ \_\_\_\_\_ RETURN TO \_\_\_\_\_ AFTER FILING, RETURN THIS DOCUMENT TO: \_\_\_\_\_ Street Address or Post Office Box \_\_\_\_\_ City, State and Zip Code \_\_\_\_\_