

COMPARED

202339 C. J.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 120 and issued  
Receipt No. 3180 therefor in payment of mortgage  
tax on the within mortgage.

Dated this 16 day of June 1922  
WAYNE L. DICKEY, County Treasurer

Deputy

## MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this MAY day of 12th A. D.  
1922, between B. H. Henshall and Maudy F. Henshall,  
husband and wife of Tulsa County, in the State  
of Oklahoma, of the first part, and The State  
Bank of Collinsville, of Collinsville, Oklahoma of

the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of  
\$3000.00 Three Thousand and no/100 DOLLARS, the receipt of which is hereby acknowledged,  
do by these presents grant, bargain, sell and convey unto said part----- of the second part--  
heirs and assigns, all the following described real estate, situated in Tulsa County and  
State of Oklahoma, to-wit:

The Northwest quarter of the northwest quarter of the southeast quarter and  
the south half of the northwest quarter of the southeast quarter and the  
north half of the southwest quarter of the southeast quarter and the north  
half of the south half of the southwest quarter of the southeast quarter of  
section twenty-one, township twenty-two North, Range fourteen east,  
containing sixty acres, more or less.

Renewal, same note & mortgage, maturing July 22nd, 1923

To have and to hold the same, together with all and singular the tenements, heredita-  
ments and appurtenances thereunto belonging, or in any wise appertaining forever.

This conveyance is intended as a mortgage to secure the payment of Three Thousand  
dollars promissory note of even date herewith. One for \$3000.00 due July 22, 1924 made to  
The State Bank of Collinsville order, payable at their bank with 10% per cent interest  
per annum from date payable semi-annually and signed by B. H. Henshall Maudy F. Henshall

Said first parties hereby covenants that they are owners in fee simple of said  
premises and that they are free and clear of all incumbrances

That they have good right and authority to convey and encumber the same and they  
will warrant and defend the same against the lawful claims of all persons whomsoever.  
Said first parties agree to insure the buildings on said premises in the sum of \$3000.00  
for the benefit of the mortgagee and maintain such insurance during the existence of this  
mortgage. Said first parties agree to pay all taxes and assessments lawfully assessed on  
said premises before delinquent.

Said first parties further expressly agree, that in case of foreclosure of this  
mortgage, and as often as any proceeding shall be taken to foreclose same as herein provi-  
ded, the mortgagor will pay to the said Plaintiff \$100.00 One Hundred Dollars as attorney's  
or solicitor's fees therefor, in addition to all other statutory fees; said fee to be due  
and payable upon the filing of the petition for foreclosure and the same shall be a further  
charge and lien upon said premises described in this mortgage, and the amount thereon shall  
be recovered in said foreclosure suit and included in any judgment or decree rendered in  
action as aforesaid, and collected, and the lien thereof enforced in the same manner as the  
principal debt hereby secured.

The mortgagors, for themselves, their heirs, administrators, executors, successors  
or assigns hereby consent that any action to foreclose this mortgage may be brought in the  
county in which the land described is situated, and hereby waive any objection to such venue  
of such action.

Now if said first parties shall pay or cause to be paid to said second party heirs  
or assigns said sum of money in the above described note mentioned together with the inter-  
est thereon according to the terms and tenor of said note and shall make and maintain such