

REAL ESTATE SECOND MORTGAGE.
 TREASURER'S ENDORSEMENT FROM
 I hereby certify that the sum of \$44 and interest thereon has been received from the mortgagor in full payment of the mortgage.
 Receipt No. 9117
 Dated this 26 day of April, 1923
 WAYNE L. DICKER, County Treasurer.

STATE OF OKLAHOMA, Tulsa County, ss.
 This instrument was filed for record on the 26 day of April, 1923 at 2:40 o'clock P. M., and duly recorded in Book 408 on page 393.
 Fees \$
 O. G. Weaver, County Clerk.
 (Seal) By Brady Brown, Deputy.

THIS INDENTURE, Made this Twenty Fourth day of April, A. D. 1923, between
 A. E. Wall and Nora Wall his wife
 of Tulsa County, in the State of Oklahoma, the part 198 of the first part, and
 Oliver Conn
 of Tulsa County, Okla., part V of the second part;
 WITNESSETH, That said part 198 of the first part, in consideration of the sum of
 Eleven Hundred and Twenty-Five and No/100 Dollars,
 the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part V of the second part his heirs and assigns, all the following described real estate situated in Tulsa County and State of Oklahoma, to-wit: All of Lot Nine (9) in Block Two (2) Mercer Sub Division of the North One Half (1/2) of the North West One Fourth (1/4) of the South East One Fourth (1/4) of the South West One Fourth (1/4) of Section Thirty Two (32) Township Twenty (20) North Range Thirteen East (13) of the Indian Base and Meridian according to the recorded plat thereof,

#1.
 State of Oklahoma, Tulsa County, ss.
 Before me Loran Chester Truelove, a Notary Public in and for said County and State on this 24th day of April-1923, personally appeared A. E. Wall and Nora Wall his wife to me known to be the identical persons 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.
 Witness my official hand and seal the day and year above set forth.
 My commission expires Feb, 10th, 1927, (Seal) Loran Chester Truelove, Notary Public.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever.
 This conveyance is intended as a mortgage to secure the payment of Two certain promissory note, \$ of even date herewith. One for \$ 905.00 due April 24th, 1924 and one note for \$220.00 due \$20.00 per month for Eleven Months with interest at ten per cent per annum payable monthly.
 made to Oliver Conn

or order, payable at Tulsa, Okla.
 with Ten per cent interest per annum, payable semi-annually and signed by A. E. Wall and Nora Wall

Said first part 198 hereby covenant that they are owner, S. in fee simple of said premises and that they are free and clear of all incumbrances. Except \$2700.00 due B. & I. Assn.

That they have good right and authority to convey and encumber the same, and the Y will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 198 agree to insure the buildings on said premises in the sum of \$ for the benefit of the mortgage and maintain such insurance during the existence of this mortgage. Said first part 198 agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 198 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 provided, the mortgagor will pay to the said mortgagee One Hundred and Ten Dollars as attorney'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.

Now if said first part 198 shall pay or cause to be paid to said second part Y, his heirs or assigns said sum of money in the above described note, mentioned, together with the interest thereon according to the terms and tenor of said note, g and shall make and maintain such insurance and pay such taxes and assessments then these presents shall be wholly discharged and void, otherwise shall remain in full force and effect. If said insurance is not effected and maintained, or if any and all taxes and assessments which are or may be levied and assessed lawfully against said premises, or any part thereof, are not paid before delinquent, then the mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of Ten per cent per annum, until paid, and this mortgage shall stand as security for all such payments; and if said sum or sums of money or any part thereof is not paid when due, or if such insurance is not effected and maintained or any taxes or assessments are not paid before delinquent, the holder of said note R. and this mortgage may elect to declare the whole sum or sums and interest thereon due and payable at once and proceed to collect said debt including attorney's fees, and to foreclose this mortgage, and shall become entitled to possession of said premises.

Said first part 198 waive notice of election to declare the whole debt due as above and also the benefit to stay, valuation or appraisement laws.
 IN WITNESS WHEREOF, said part 198 of the first part hAYO hereunto set their hand, S. the day and year first above written.

A. E. Wall
 Nora Wall

KNOW ALL MEN BY THESE PRESENTS:

ASSIGNMENT

That Oliver Conn of Tulsa County, Oklahoma, the within named mortgagee in consideration of the sum of \$1.00 and other good and valuable considerations DOLLARS, to him in hand paid, the receipt whereof is hereby acknowledged, do SS hereby sell, assign, transfer, set out and convey unto Exchange Trust Co. th. air heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note, S., debts and claims thereby secured, and the covenants therein contained.

TO HAVE AND TO HOLD THE SAME FOREVER, Subject, nevertheless, to the conditions therein contained.

IN WITNESS WHEREOF, The said mortgagee, hAS hereunto set his hand, this 25th day of April, 1923, Oliver Conn

STATE OF OKLAHOMA, Tulsa County, ss.
 Before me, the undersigned, a Notary Public in and for said County and State on this 26th day of April, 1923, personally appeared Oliver Conn to me known to be the identical person who executed the above instrument and acknowledged to me that hA executed the same as hS free and voluntary act and deed for the uses and purposes therein set forth.
 Witness my hand and notarial seal on the day and date last above written.
 WITNESS my official hand and seal the day and year above set forth.
 My commission expires March 4, 1925, 192 (Seal) R. E. Thompson, Notary Public.

#1.