

cribed in and who executed the within and foregoing instrument as grantors, 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.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Broken Arrow on the day and date last above written.

My commission expires Feb. 23, 1926 (SEAL) Paul R. Hurd, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Aug. 4, 1922 at 3:40 o'clock P. M.
in Book 412, page 362

By F. Delman, Deputy

(SEAL)

O. D. Lawson, County Clerk

205873 C. J.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 52 and issued
Receipt No. 205873 therefor in payment of mortgage
tax on the within mortgage.

Dated this 7 day of Aug, 1922

WAYNE L. DICKEY County Treasurer

Deputy

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That W. J.
Hooper and Lucy A. Hooper, his wife, of Tulsa
County, Oklahoma, parties of the first part,
have mortgaged and hereby mortgage to J. M.
Haverfield party of the second part, the

following described premises, situated in Tulsa County, State of Oklahoma to-wit:

Lot Twenty (20) in Block Four (4) in Boswell's Addition to the

City of Tulsa, Tulsa County, Oklahoma, according to the recorded

plat thereof,

with all improvements thereon and appurtenances thereunto belonging, and warrant the
title to the same.

This mortgage is given to secure the payment of the principal sum of Twelve
Hundred Ninety Six and 20/100 Dollars, with interest thereon at the rate of 8 per cent
per annum, payable semi annually from date, according to the terms and at the time and
in the manner provided by one certain promissory note of even date herewith, given
and signed by the makers hereof, and payable to the order of the mortgagee herein at
Tulsa, Okla. on or before July 1st, 1924.

IT IS EXPRESSLY AGREED AND UNDERSTOOD by and between the said parties hereto,
that this Mortgage is a third lien upon said premises; that the party of the first part
will pay said principal and interest at times when the same fall due and at the place
and in the manner provided in said notes and will pay all taxes and assessments against
said land when the same are due each year, and will not commit or permit any waste upon
said premises; that the buildings and other improvements thereon shall be kept in good
repair and shall not be destroyed or removed without the consent of the second party,
and shall be kept insured for the benefit of the second party or its assigns, against
loss by fire or lightning for not less than \$1,000.00 in form and companies satisfactory to
said second party, and that all policies and renewal receipts shall be delivered to said
second party, if the title to the said premises be transferred, said second party is auth-
orized, as agent of the first party, to assign the insurance to the grantee of the title.

IT IS FURTHER AGREED AND UNDERSTOOD THAT the said second party may pay any
taxes and assessments levied against said premises or any other sum necessary to protect
the rights of such party or assigns, including insurance upon buildings, and recover the
same from the first party with ten per cent interest, and that every such payment is
secured hereby, and that in case of a foreclosure hereof and as often as any foreclosure
suit may be filed, the holder hereof shall recover from the first party an attorney fee
of \$25.00 and ten per cent upon the amount due, or such different sum as may be provided
for by said notes, which shall be due upon the filing of the petition in foreclosure and