216348 GH

MORTGAGE OF REAL ESTATE

ka-teriok jarokoan iro moneja za sambiliana a samaja na sambilian iro

Dated this 13 day of Llec 1922
WAYNE L. DICKEY, County Treasurer

This Indenture Made and entered into this 11th day of December, 1922 between George O. Hollow and Edith R. Hollow his wife of Tulsa County, in the State of Oklahoma, party of the first part, and The Exchange National Bank of Tulsa County State of Uklahoma party of the second part

WITNESSETH: That said parties of the first part, in consideration of the sum of Forty-five Hundred Dollars (\$4500.00) dollars, the receipt whereof is hereby acknowledged does by these presents grant, bargain, sell and convey unto said party of the second part; its successors and assigns, all the following described real estate, lying and situate and being in the county of Tulsa State of Oklahoma, to-wit:

All of Lots One, Two, Three and Four, in Block Six Cherokee Heights Addition to the city of

(Subject to a prior mortgage made to the Exchange Trust Company for \$5000.00 dated July 21st 1922.)

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

This conveyance, however, is intended as a mortgage to secure the payment of one promissory note in writing this day executed and delivered to edid second party by first parties one for (\$4500.00 due Sixty days after date all payable at The Exchange National Bank of Tulsa, Tulsa County, State of Oklahoma, with interest from Maturity at the rate of ten per cent per annum, payable annually and all providing for the payment of Ten Dollars and ten per cent additional, as attorney's fees in case the same be collected by legal proceedings, or be placed in the hands of an attorney for collection.

Said first parties hereby covenant that they are the lawful owners in fee simple of said premises and that the same are free and clear of all encumbrances. That they have good right and authority to convey and incumber 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 \$---\* for the benefit of the mortgage its, successors and assigns and to maintain such insurance during the existence of this mortgage. Said first parties also agrees to pay all taxes and assessments lawfully assessed against said premises before the same shall become delinquent.

Now if said first parties shall pay or cause to be said second party, its successors and assigns, said sum or sums of money in the above described note mentioned, together with the interest thereon according to the terms and tenor of said note, and shall procure and maintain such insurance and pay such taxes and assessments, then these presents shall be wholly discharged and void; otherwise shall remain and be in full force and effect. If such 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 the same become delinquent, then the mortgage herein its successors or assigns may effect such insurance and pay such taxes and assessments and shall be allowed interest thereon at the rate of ten (10) per cent per annum until paid, and this mortgage shall stand as security for all such payments and sums and if said sum or sums of money or any part thereof, or