

211265 C.J.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$60 and issued  
 Receipt No. 3483 therefor in payment of mortgage  
 tax on the within mortgage.  
 Dated this 16 day of Oct 1922

WAYNE L. DICKEY, County Treasurer

Deputy

## OKLAHOMA MORTGAGE

THIS INDENTURE, Made this 12th day of October in the  
 year of our Lord one thousand nine hundred and twenty-  
 two by and between Mary A. Russell and J. W. Russell,  
 her husband of the County of Tulsa and State of Okla-  
 homa, parties of the first part, and The First National  
 Bank of Sand Springs party of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration  
 of the sum of Thirty Five Hundred DOLLARS, to them in hand paid by the said party of  
 the second part, the receipt whereof is hereby acknowledged, have granted, bargained  
 and sold, and by these presents do grant, bargain, sell, convey and confirm unto said  
 party of the second part, and to its heirs and assigns, forever, all of the following  
 described tract, piece or parcel of land, lying and situate in Sand Springs County of  
 Tulsa and State of Oklahoma, to-wit:

Lots One (1), Two (2), three (3) and Four (4), in Block Thirty (30),  
 of the original town of Sand Springs

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appur-  
 tenances thereunto belonging, or in anywise appertaining, and all rights of homestead  
 exemption, unto the said party of the second part, and to its heirs and assigns, forever  
 And the said parties of the first part do hereby covenant and agree that at the delivery  
 hereof they are the lawful owners of the premises above granted, and seized of a good  
 and indefeasible estate of inheritance therein, free and clear of all incumbrances ex-  
 cept one mortgage for \$3500 and that they will warrant and defend the same in the quiet  
 and peaceable possession of said party of the second part, its heirs and assigns, forever  
 against the lawful claims of all persons whomsoever.

PROVIDED, ALWAYS, And this instrument is made, executed and delivered upon the  
 following conditions, to wit:

FIRST. Said Mary A. Russell and J. W. Russell are justly indebted unto the  
 said party of the second part in the principal sum of Thirty Five Hundred Dollars,  
 lawful money of the United States of America, being for a loan thereof made by the said  
 party of the second part to the said Mary A. Russell and J. W. Russell and payable ac-  
 cording to the tenor and effect of one certain First Mortgage Real Estate Note executed  
 and delivered by the said Mary A. Russell and J. W. Russell bearing date Oct. 12th,  
 1922, payable to the order of the said The First National Bank of Sand Springs six  
 months after date, at Sand Springs with interest thereon from maturity at the rate of  
 10 per cent per annum, payable semi-annually, on the -----days of ----- and -----  
 in each year, and ----- per cent per annum after maturity, the installments of inter-  
 est being further evidenced by coupons attached to said principal note, and of even  
 date therewith, and payable to the order of said ----- at -----

SECOND. Said first parties further expressly agree that they will pay all taxes,  
 charges or assessments levied upon said real estate or any part thereof, when the  
 same shall become due and payable, under the laws of the State of Oklahoma, including  
 all taxes and assessments of every kind and character levied upon the interest therein  
 of the mortgagee or its assigns; and will pay all taxes levied upon this mortgage or  
 the notes secured thereby. Upon violation of this agreement, or the passage in said  
 State of any law imposing payment of the whole or any portion of any of the taxes or  
 assessments aforesaid upon the mortgagee, or authorizing or directing the taxation, di-  
 rectly or indirectly, of this mortgage or said note or the debt secured thereby or the