

214955 C. J.

COMPARED

M O R T G A G E

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 360 and issued  
Receipt No. 4383 therefor in payment of mortgage  
tax on the within mortgage.

Dated this 28 day of Nov 1922  
WAYNE L. DICKEY, County Treasurer

A. G. Smith  
Deputy

party of the second part, WITNESSETH:

THIS INDENTURE made this 15th day of August  
1922, between Ira M. Cornelius and his wife  
Nellie M. Cornelius, of Tulsa County, State  
of Oklahoma, parties of the first part, and  
M. H. Silverman of said State and county,

That said parties of the first part in consideration of the sum of One dollar  
the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell  
and convey unto the said party of the second part, his heirs and assigns all the follow-  
ing described real estate, situated in Tulsa County and State of Oklahoma, to-wit:

Lots Seven (7) and Eight (8) of Block Nineteen (19) in Morningside  
Addition to the City of Tulsa, Oklahoma, as per the second amended  
plat thereof.

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 notes,  
totaling \$11,500.00 principal, bearing even date herewith, with eight percent interest from  
this date, the first of said notes being in the sum of \$5000.00, principal, with eight  
percent interest thereon from this date, and being due June 22, 1923, and the second  
of said notes being in the sum of \$6500.00, principal, with interest at the rate of eight  
per cent from this date, and being due June 22, 1924. In this connection, it is agreed that,  
if the first of said notes falls due and remains unpaid for a period of sixty (60)  
days after the same matures, that the entire indebtedness covered by both of said notes,  
principal and interest, may at the option of the party of the second part be declared to  
be due, and he may in such event proceed to collect said debt including attorney's fee  
and to foreclose this mortgage.

Said first parties hereby covenant that they are the owners in fee simple of said  
premises and that the said premises are free and clear of all incumbrance, except a first  
mortgage of \$15,000.00 principal, in favor of Leonard G. Braniff dated October 30, 1922,  
and that the said parties of the first part have good right and authority to convey and  
incumber the said premises and that they will warrant and defend the same against the law-  
ful claims of all persons whomsoever.

Said first parties agree to pay all taxes and assessments lawfully assessed on  
said premises before delinquent.

Said first parties agree to insure the building on said premises in a sum suffi-  
cient to cover the amount covered by the mortgage in favor of Leonard G. Braniff as  
well as the amount covered by this mortgage, together with interest and to maintain such  
insurance during the existence of this mortgage.

Now, if the first parties shall pay or cause to be paid said second party, his  
heirs or assigns, said sum of money in the above described notes, together with the  
interest thereon, according to the terms and tenor of said notes and shall effect 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 such  
insurance is not effected and maintained, or 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