

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 10.00 and issued
No. 1842 herefor in payment of mortgage
on the within mortgage.

Dated this 16 day of Sept 1922

WAYNE L. DICKER, County Treasurer

208735 - BH

COMPARED

OKLAHOMA REAL ESTATE MORTGAGE

Know all men by these presents: That Edward Philip Kirschner, sole, and Phillip Brown, and Josie Brown, his wife, of the County of Muskogee, and State of Oklahoma, parties of the first part, for and in consideration of the sum of One Hundred twelve and 50/100 dollars to them in hand paid by Virgil R. Coss Mortgage Company a corporation, of Muskogee, Oklahoma, party of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, convey and mortgage unto the said Virgil R. Coss Mortgage Company, its successors or assigns, the following described premises, situate in the County of Tulsa, and State of Oklahoma, to-wit: The west half of the south east quarter of section numbered five (5) township numbered Sixteen (16^N) north, range numbered fourteen (14^E) east of the Indian Meridian, containing in all eighty acres of land, more or less, according to Government survey thereof.

TO HAVE AND TO HOLD; together with all and singular the improvements thereon, and the appurtenances thereunto belonging or in any wise appertaining, and all rights of home stead exemption, unto the said party of the second part, and to its successors or assigns, forever. And the said parties of the second part covenant and agree that at the delivery hereof, they are the lawful owners of the premises hereby conveyed, and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances, whatsoever and they will warrant and forever defend the title to and possession of the same unto said party of the second part, its successors or assigns, against the lawful claims of all persons, whomsoever.

This conveyance, however, is intended as a mortgage for the better security of the said sum of One hundred twelve and 50/100 dollars justly due and owing by the said parties of the first part to the said Virgil R. Coss Mortgage Company, its successors or assigns, and evidenced by five certain promissory notes for the sum of \$22.50 each, bearing even date herewith, and maturing in five annual period from August 1st, 1922, and bearing ten per cent interest after maturity.

It is expressly understood and agreed by and between the parties hereof, that this mortgage is the second lien on the premises hereby conveyed, that the parties of the first part will pay the indebtedness hereby secured at the time and place and in the manner provided in said notes and will also pay all taxes and assessments levied against the premises hereby conveyed when due, and will neither commit nor permit any waste upon said premises, or the removal of any building or other improvements therefrom without the written consent of the said second party first had and obtained.

Upon payment of said promissory notes according to the tenor and effect thereof being well and truly made, then, in such case, this conveyance shall become null and void, and shall be released at the cost of the first parties but in case of failure or default in the payment of said promissory notes when due, or any part thereof, or any interest thereon, at maturity, or in case of default in the payment of any taxes or assessments levied against either the premises hereby conveyed or the indebtedness hereby secured; or if the parties of the first part do, or suffer to be done, anything whereby this security is impaired, then upon the happening of any such contingencies, the party of the second part, its successors or assigns, may pay such taxes and assessments, and any other sum or sums necessary to preserve and protect such security and all such sums so expended shall bear interest at the rate of ten per cent per annum, and this mortgage shall stand as security therefor.

It is further stipulated and agreed, that in case the party of the second part