

Lawson, County Clerk.

208741 - BH

COMPARED

REAL ESTATE MORTGAGE

THIS INDENTURE, made this 11th day of September, A.D. 1922, between C. W. Bishop and Iola Bishop, his wife, of Tulsa County, in the State of Oklahoma, parties of the first part, and Roy E. Jackson and Leigh Stephens of Tulsa, Oklahoma, parties of the second part:

WITNESSETH, that said parties of the first part in consideration of the sum of Forty Five Hundred dollars, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said parties of the second part, their heirs and assigns, all the following described real estate, situated in Tulsa County, and state of Oklahoma, to-wit:

Lot eighteen (18) in Block one (1) in Maywood Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof.

This mortgage is given subject to a mortgage of \$3500.00 dated May 3rd, 1922, in favor of The Mortgage Bond Company of New York, 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 eight promissory notes of even date herewith, payable quarterly annually described as follows:

One note in the sum of \$1500.00 due in three months, three notes each in the sum of \$1000.00 due in six months, nine months and twelve months, and one note in the sum of \$90.00 due in three months, and one note in the sum of \$60.00 due in six months, and one note in the sum of \$40.00 due in nine months, and one note in the sum of \$20.00 due in twelve months, all of the notes bearing even date herewith, signed by first parties, payable to second parties with interest at eight per cent (8) per annum from maturity, made to--- or order, payable at--- with--- per cent per annum, payable semi-annually and signed by---.

Said first parties hereby covenant that they are-owners in fee simply of said premises and that they are free and clear of all incumbrances except as above stated.

That they have good right and authority to convey and encumber the same, and that they will warrant and defend the same against the lawful claims of all persons whosoever. Said first parties agree to insure and buildings on said premises in the sum of -- for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first parties agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first parties further expressly agree that in case of foreclosure of this mortgage, and as often as any proceeding shall be taken to foreclose same as herein provided, the mortgagor will pay to the said mortgagee ten per cent as attorney's or solicitor's fees therefor, in addition to all other statutory fees; said fee to be due and payable upon the filing of the petition for foreclosure and the same shall be a further charge and lien upon said premises described in this mortgage, and the amount thereon shall be recovered in said foreclosure suit and included in any judgement or decree rendered in action as aforesaid, and collated, and the lien thereof enforced in the same manner as the principal debt hereby secured.