

recorded in book 428 - page 286, by F. Delman, Deputy. (SEAL) O. D. Lawson, County Clerk.

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COMPARED

# REAL ESTATE MORTGAGE

THIS INDENTURE, made this the 15th day of September, 1922, by and between Nellie B. Fulling and Henry F. Fulling, wife and husband, of Tulsa County, Oklahoma, mortgagors, to F. M. Foster, of Tulsa County, Oklahoma, mortgagee:

WITNESSETH: That said mortgagors, in consideration of the amount of four thousand dollars (\$4,000.00) the receipt whereof is hereby acknowledged, do by these presents, grant, bargain, sell and convey to the said mortgagee, his heirs and assigns, all of the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit:

Lot sixteen (16) in Block one (1) Clark's addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof.

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

THIS CONVEYANCE is intended as a mortgage to secure the payment of seven (7) promissory notes of even date herewith, said notes being executed by the said mortgagors to the said mortgagee, and being more particularly described, as follows:

- Note No. 1 - Principal sum \$4000.00 due three years after date, with interest at ten per cent per annum from maturity.
- Note No. 2 - Interest note, amount \$160.00 due six months after date, with interest at 10% per annum from maturity.
- Note No. 3 - Interest note, amount \$160.00 due one year after date, with interest at 10% per annum from maturity.
- Note no. 4 - Interest note, amount \$160.00 due 18 months after date, with interest at 10% per annum from maturity.
- Note No. 5 - Interest note, amount \$160.00, due 2 years after date with interest at 10% per annum from maturity.
- Note no. 6 - Interest note, amount \$160.00, due 30 months after date, with interest at 10% per annum from maturity.
- Note No. 7 - Interest note, amount \$160.00 due 3 years after date, with interest at 10% per annum from maturity.

each of said notes providing for an attorney's fee of Ten Dollars (\$10.00) and ten per cent (10%) of the note, if the same is collected by an attorney or by legal proceedings.

Said mortgagors hereby covenant that they are the owners of said premises, in fee simple and that they are free and clear of all encumbrances whatsoever and that they have good right and authority to mortgage the same and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

Said mortgagors agree to keep the buildings on said premises insured in the sum of Four Thousand dollars (\$4000.00) for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage and in case said mortgagors fail to maintain such insurance, this mortgage becomes immediately due and payable, and appraisal of said premises is hereby waived.

Said mortgagors agree to pay all taxes and assessments lawfully levied or assessed against said premises before the same become delinquent.

NOW, if said mortgagors shall pay, or cause to be paid, to said mortgagee his heirs or assigns, said sums of money in the above described notes mentioned, together with the interest thereon and attorney's fees, according to the terms and tenor of said notes, and shall make 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 if any and all