

State of Oklahoma,
Tulsa County SS

Before me a Notary Public within and for said county and State personally appeared E. F. Snell, to me personally known to be the person who executed the foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes set forth. My commission expires June 29th, 1925. (SEAL) Chas. Haley, Notary Public. Filed for record in Tulsa County on September 8, 1922, at 1:25 P.M. Duly recorded in book 428 on page 42. By F. Delman, Deputy. (SEAL) O. D. Lawson, County Clerk.

208251 - BH

COMPARED

MORTGAGE ON REAL ESTATE

This indenture, made and entered into this 5th day of September, 1922 between A. L. Wait and wife Mary D. Wait, of Tulsa, County, in the State of Oklahoma, parties of the first part, and the Exchange National Bank of Tulsa, Okla. County State of Oklahoma, party of the second part.

WITNESSETH: That said parties of the first part, in consideration of One Dollar and other good and valuable considerations (\$1.00) receipt whereof is hereby acknowledged, do by these presents, grant, bargain sell and convey unto said party of the second part its successors and assigns, all the following described real estate, lying, situate and being in the county of Tulsa State of Oklahoma, to-wit:

THEASURER'S ENDORSEMENT
I hereby certify that I received \$ 60 and issued
Receipt No. 7122 therefor in payment of mortgage
tax on the within mortgage.
Dated this 8 day of Sept 1922
WAYNE L. DICKLEY, County Treasurer

Lot fourteen (14) in Block three (3) of Owen addition to the city of Tulsa, County, Oklahoma, according to the recorded plat thereof, said mortgage being second and subordinate to a prior mortgage in favor of the Home Building & Loan Association of Tulsa, Oklahoma, in the sum of thirty five hundred (\$3500.00) dollars.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in any wise appertaining, forever.

This conveyance, is intended to secure the payment of one promissory note in writing this day executed and delivered to said second party by said first parties, one for (\$3,000.00) due ninety days after date, 192__, one for \$__ due __ 192__, one for \$__ due __ 192__ all payable at the Exchange National Bank of Tulsa, Tulsa County, Oklahoma, with interest from maturity at the rate of eight per cent per annum, payable annually, and all providing for the payment of ten Dollars and ten percent additional, as attorney's fees, in case the same be collected by legal proceedings or be placed in the hands of an attorney's for collection.

Said first parties hereby covenant that they are the owners in fee simple of said premises and that the same are free and clear of all encumbrances. That they have good right and authority to convey and encumber the same and they will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part agree to insure the buildings on said premises in the sum of \$__ for the benefit of the mortgagee, its successors and assigns and to maintain such insurance during the existence of this mortgage. Said first parties also agree to pay all taxes and assessments lawfully assessed against said premises before the same shall become delinquent.

Now if said first parties shall pay or cause to be paid to second party, its successors and assigns, said sum or sums of money in the above described note mentioned, together with the interest thereon according to the terms and tenor