

and State, on this 28th day of September, 1923, personally appeared Matt Steil and Katherine G. Steil, his wife, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

My commission expires March 1, 1926.

(SEAL) Clarice Atteberry, Notary Public.

Filed for record in Tulsa County, Okla. on Oct. 20, 1922, at 2:00 P.M. and duly recorded in book 428 - page 540, By F. Delman, Deputy. (SEAL) O'D. Lawson, County Clerk.

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MORTGAGE.

This indenture, made this 12th day of October, A.D. 1923, between A. D. Patterson, & Bessie Patterson, his wife of Collinsville, Tulsa County, in the State of Oklahoma, of the first part, and The State Bank of Collinsville, Collinsville, Okla. of Collinsville Okla., of the second part:

Witnesseth, that said parties of the first part, in consideration of the sum of (\$300.00) three hundred dollars, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part-of the second part, its heirs and assigns, all the following described real estate, situated in Collinsville, Tulsa County, and State of Oklahoma, to-wit: The west half (1/2) of lot fourteen (14) Block

fifty eight (58) original town of Collinsville, Okla.

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 as a mortgage to secure the payment of \$300.00 promissory note of even date herewith. One for \$300.00 due April 12th 1923, made to the State Bank of Collinsville or order, payable at its bank with 10 per cent per annum from maturity payable semi-annually and signed by J. N. Patterson, Bessie Patterson.

Said first parties hereby covenant that they - owners in fee simple of said premises and that they 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 parties agrees to insure the buildings on said premises in the sum of \$1000. for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first parties agrees to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first parties further expressly agrees 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 Plaintiff \$50.00 fifty dollars, as attorney'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 collected, and the lien thereof enforced in the same manner as the principal debt hereby secured.

The mortgagors, for themselves, their heirs, administrators, executors, successors or assigns hereby consent that any action to foreclose this mortgage may be brought in the county in which the land described is situated, and hereby waive any objection to such venue of such action.