

M. A. Blackburn, widower of Tulsa County, in the State of Oklahoma, party of the first part, and Producers Natl Bank of Tulsa County, State of Oklahoma, party of the second part.

WITNESSETH; That said party of the first part in consideration of the sum of Three hundred fifty and 0/100 (\$350.00) Dollars, the receipt whereof is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto said party of the second party successors and assigns, all the following described real estate, lying, situate and being in the county of Tulsa, State of Oklahoma, to wit:

Lots Twenty five (25) and Twenty six (26) in Block Nineteen (19) Carbondale, Okla as per recorded plat.

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, however, is intended as a mortgage to secure the payment of one promissory note in writing this day executed and delivered to said second party by said first party for (\$350.00) due Jan'y 30th, 1923 payable at Tulsa, State of Oklahoma with interest from Maturity at the rate of 10% per cent per annum, payable annually, and all providing for the payment of Ten Dollars and Ten Per Cent additional as attorney's fees, in case the same be collected by legal proceedings or be placed in the hands of an attorney for collection.

Said first party hereby covenant that he is the owner in fee simple of said premises and that the same are free and clear of all encumbrances. That he has good right and authority to convey and incumber the same and he will warrant and defend the same against the lawful claims of all persons whomsoever. Also agrees to pay all taxes and assessments lawfully assessed against said premises before the same shall become delinquent.

Now if said first party shall pay or cease to be paid to said 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 of said note, and shall procure and maintain such insurance and pay such taxes and assessments, then these presents shall be wholly discharged and void; otherwise shall remain and be in full force and effect. If such insurance is not affected and maintained or if any and all taxes and assessments, which are or may be levied and assessed lawfully against said premises, or any part thereof, are not paid before the same become delinquent, then the mortgage herein its successors or assigns may effect such insurance and pay such taxes and assessments and shall be allowed interest thereon at the rate of ten (10) per cent per annum until paid, and this mortgage shall stand as a security for all such payments and sums; and if said sum or sums of money or any part thereof, or any interest thereon is not paid when the same becomes due and payable, or if such insurance is not effected and maintained and the certificates or policies delivered to said second party, its successors or assigns, or if any taxes or assessments are not paid before the same shall be delinquent, the holder of said notes and this mortgage may, without notice to first party, elect to declare the whole sum or sums and interest thereon and attorneys fee therein provided for due and payable at once and proceed to collect said debt, interest and attorney's fees set out and mentioned in said note, according to the terms and tenor thereof and also all sums paid for insurance and taxes and legal assessments and interest thereon, and also to foreclose this mortgage, whereupon the said second party, its successors and assigns, shall become and be entitled to the

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 DEEDS, SURVEYORS ENDORSEMENT
 I hereby certify that I received \$ 350.00 and issued
 tax on the within mortgage
 Dated this 2 day of May 1923
 WAYNE L. DICKNEY, County Treasurer