

Filed for record in Tulsa County, Okla. on Dec. 11, 1922, at 9:45 A.M. and duly recorded in book 431, page 507. By F. Delman, Deputy, (SEAL) C.D. Lawson, County Clerk.

EL603E - BH

COMPARED

MORTGAGE.

TREASURER'S RECEIPT
I hereby certify that I received \$1,104 and a half
Receipt No. 6652 therefor in payment of mortgage
tax on the within mortgage.

Dated this 11 day of Dec 1922
WAYNE L. DICKEY, County Treasurer

This indenture, made this 11th day of December, A.D. 1922, between JANE E. Fox, and Edward L. Fox, of Tulsa, County, in the State of Oklahoma, parties of the first part, and John C. York of said County, party of the second part:

Witnesseth, that said party of the first part, in consideration of the sum of five hundred (\$500.00) dollars, the receipt of which is hereby acknowledged, does by these presents grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, all the following described real estate, situated in Tulsa County, State of Oklahoma, to-wit:

The north west quarter of the north west quarter of
the south west quarter of section four, township
eighteen (18) range thirteen.

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 one promissory note of even date herewith for the sum of five hundred dollars (\$500.00) payable at one year from said date, with interest at the rate of eight per cent from said date, made to John C. York, or order, payable at Central National Bank, Tulsa, and signed by Jane E. Fox, and Edward L. Fox, her husband and is for part of the purchase money upon said tract.

Payments upon said note may be made at any times before maturity in sums not less than fifty dollars.

Said first party further expressly agrees that in case of foreclosure of this mortgage, and as often as any proceedings shall be taken to foreclose same as herein provided, the mortgagor will pay to the said mortgagee ten per cent of the amount due as attorney's or solicitor's fees therefor, 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.

Now, if the said first party shall pay or cause to be paid to said second party, his heirs or assigns said sum of money in the above described note mentioned, together with the interest thereon according to the terms and tenor of said note, these presents shall be wholly discharged and void, otherwise shall remain in full force and effect. 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 delinquent, then the mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of ten per cent per annum, until paid, and this mortgage shall stand as security for all such payments, and if said sums of money or any part thereof is not paid when due, the holder of said note and this mortgage may elect to declare the whole sum or sums and interest thereon due and payable at once and proceed to collect said debt including attorney's fees, and to foreclose this mortgage, and shall become entitled to possession of said premises.

Said first party waives notice of election to declare the whole debt due as above and also the benefit of stay, valuation or appraisement laws.