

My commission expires January 25, 1926. (SEAL) M.F. Appleby, Notary Public.

Filed for record in Tulsa County, Okla. on Jan. 8, 1923, at 1:30 P.M. and duly recorded in book 432, page 194, By Brady Brown, Deputy, (SEAL) O.G. Weaver, County Clerk.

218197 - BH COMPARED

MORTGAGE.

This indenture, made the 8th day of January, 1923 between H. Gore and his wife, Anna Gore, of Tulsa County, State of Oklahoma, parties of the first part, and S. L. Silverman, of the State of Georgia, County of Fulton, party of the second part,

Witnesseth: That said parties of the first part, in consideration of the sum of one dollar (\$1.00) the receipt of which is hereby acknowledged, do, by these presents, grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns, all the following described real estate situate in Tulsa County, and State of Oklahoma, to-wit:

Lots seven (7) eight (8) nine (9) ten (10) eleven (11) and twelve (12) Block one (1) Riverford addition to the City of Tulsa, according to the recorded plat thereof.

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

This conveyance is intended as a mortgage to secure the payment of one note totalling ten Thousand Dollars (\$10,000.00) principal, bearing even date herewith, with ten per cent (10%) interest from this date and being due July 8, 1923.

Said first parties hereby covenant that they are the true owners in fee simple of said premises and that the said premises are free and clear of all encumbrances and that the said first parties have a good right and authority to convey and encumber the said premises and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

First parties agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Now, if the first parties shall pay or cause to be paid to the second party, his heirs or assigns, said sum or money covered by the above described note, together with interest thereon, according to the terms and tenor of said note and shall pay all such taxes and assessments, then these presents shall be wholly discharged and void, otherwise shall remain in full force and effect.

If such taxes and assessments which may be levied and assessed lawfully against said premises or any part thereof are not paid before delinquent, then the mortgagee may pay the same and shall thereupon be allowed interest thereon at the rate of ten per cent (10%) until paid, and this mortgage shall stand as security for all such payments; and if said sum or sums of money or any part thereof are not paid when due, as provided in said note, or in the event any of said taxes or assessments are not paid before delinquent, the holder of said note and this mortgage may elect to declare the whole sum and interest 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 the possession of said premises.

Said first parties hereby waive notice of election to declare the whole debt due as above stated, and also the benefit of stay, valuation or appraisement.

In witness whereof, the said parties of the first part have hereunto set their hands the day and year first above written.

H. Gore,
Anna Gore

TREASURER'S EMPLOYMENT
I hereby certify that I received \$2.00 and issued
Receipt No. 7702 therefor in payment of mortgage
tax on the within mortgage.
Dated this 8th day of Jan. 1923.

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WAYNE L. DICKEY, County Treasurer

Deputy