

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 3.25 and issued
 Receipt No. 7467 therefor in payment of mortgage
 tax on the within mortgage.
 Dated this 27 day of Jan, 1923
 WAYNE L. DICKEY, County Treasurer

COMPARED

220357 - BH

MORTGAGE.

Deputy

This indenture, made and entered into this 23rd day of January, 1923, between May Wagner Kendrick and Clark Kendrick, her husband, of Tulsa County, in the State of Oklahoma, party of the first part, and The Exchange National Bank of Tulsa, County, State of Oklahoma, party of the second part.

Witnesseth: That said parties of the first part, in consideration of the sum of one dollar and other good and valuable considerations, the 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: Lot eight (8) and the north twenty five (25) feet of lot nine (9) in Block Eight, (8) Stonebraker Heights addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

This mortgage is given, however, subject to a first mortgage dated October 11, 1922, filed October 12, 1922, in the office of the County Clerk of Tulsa County, Oklahoma, to secur the principal sum of \$7500.00 to the Title Guarantee and Trust Company, of Tulsa, Oklahoma.

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

This convenance, 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 parties, one for (\$15,000.00) due ninety days afterdate, payable at The Exchange National Bank of Tulsa, County, State of Oklahoma, with interest from maturity at the rate of seven 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 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 that they have good right and authority to convey and incumber the same and they will warrant and defend the same against the lawful claims of all persons whomsoever, Said first parties 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 existance 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 said second party, its successors and assigns, said sum or sums of money in the above described notes 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