

acknowledged to me that he execute the same as his 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 7/24/23.

(SEAL) M. Craddock, Notary Public.

Filed for record in Tulsa County, Okla. on Feb. 6, 1923, at 1:45 P.M. and duly recorded in book 432, page 434, By Brady Brown, Deputy.

(SEAL) O.G. Weaver, County Clerk.

432

Deputy

221047 - BH

COMPARED

## TREASURER'S RECEIPT

## MORTGAGE OF REAL ESTATE.

I hereby certify that I received \$170.00 and have  
 Receipt No. 76125 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 6 day of Feb. 1923  
 J. E. L. E. County Treasurer

This indenture, made and entered into this 4th day of January,

A.D. 1923, between Orcutt Memorial Methodist Episcopal Church, a

Corporation, party of the first part, and The Exchange National

Bank of Tulsa Tulsa County, State of Oklahoma, party of the second part.

Witnesseth, that said party of the first part in consideration of the sum of eighty five hundred and no/100 (\$8500.00) dollars, 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 thirteen (13) Block two (2) Bellview addition to the city of Tulsa, according to the recorded plat thereof. This mortgage <sup>being</sup> given to secure an indebtedness incurred.

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, one for (\$8500.00) due one year after date, all payable at The Exchange National Bank of Tulsa, Tulsa County, State of Oklahoma, with interest from date at the rate of seven per cent per annum payable quarterly in advance, 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 it is the owner in fee simple of said premises and that the same are free and clear of all encumbrances. That it has good right and authority to convey and encumber the same, and it will warrant and defend the same against the lawful claims of all persons whomsoever. Said first party 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 existence of this mortgage. Said first party also agree 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 cause 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 effected and maintained or if any and all taxes and assessments which are or may be levied