

434

January 1923.

TRUST:

( CORPORATE SEAL)

Southwestern Mortgage Co.

H. Hughes Secy.

By A.J. Crain President

STATE OF OKLAHOMA )  
County of Tulsa ) ss.

Before me, the undersigned, a Notary Public, in and for said county and state, on this 15th day of January 1923, personally appeared A. J. Crain to me known to be the identical person who subscribed the name of the maker thereof to the within and foregoing instrument as its president and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

My commission expires Feb. 24, 1923

(SEAL) H. Hughes, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Jan. 15, 1923 at 3:10 o'clock P. M. in Book 434, page 216

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

219108 C.J

COMPARED

MORTGAGE OF REAL ESTATE

THE STATE OF OKLAHOMA  
I hereby certify that I have received and issued  
Receipt No. 7232 in full payment of mortgage  
tax on the within mortgage.  
Dated this 16 day of Jan. 1923  
WAYNE L. DICKY, County Treasurer

This indenture, made and entered into this 12th day of January, 1923, between Mrs. Martha J. Hannon, of Tulsa County, in the State of Oklahoma, party of the first part, and Planters & Mechanics Bank Tulsa County, state of Oklahoma, party of the second part.

WITNESSETH: That said party of the first part, in consideration of the sum of five Hundred Dollars (\$500.00) Dollars, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto said party of the second part successors and assigns, all the following described real estate, lying, situate and being in the county of Tulsa State of Oklahoma, to-wit:

Lots Nine (9) and Ten (10) Block fourteen (14) Barr Addition to the City of Tulsa.

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 (\$500.00) due ninety days from date, 1923, one for (\$500.00) ----- all payable at PLANTERS & MECHANICS BANK, Tulsa, County, 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 covenants that she is the owner in fee simple of said premises and that the same are free and clear of all encumbrances. That she has good right and authority to convey and incumber the same and she will warrant and defend the same against the lawful claims of all persons whomsoever. Said first party agrees to insure the buildings on said premises in the sum of (\$500.00) 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 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 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