

-434

220800 C. J.

RECEIVED PROCEEDS
 I hereby certify that I received \$ 400 and issued
 Receipt No. 756.7 in payment of mortgage
 to the holder of the mortgage.
 and that the same is of date Feb 1923
 WAYNE L. DICKLEY, County Treasurer
W. L. D.
 Deputy

MORTGAGE OF REAL ESTATE

COMPARED

This indenture, made and entered into this 4th day
 of January, 1923, between C. W. Day and wife, Ermina
 B. Day, of Tulsa county, in the State of Oklahoma,
 parties of the first part, and the Exchange National
 Bank of Tulsa, 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 (\$1.00) Dollars, the receipt whereof is
 hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of
 the second party its successors and assigns, all the following described real estate, lying,
 situate and being in the county of Tulsa State of Oklahoma, to-wit: Northerly Half of Lot
 Numbered Two, (2), Block Numbered One Hundred Fifty (150), Original Town, Now City of Tulsa,
 according to the recorded official plat and survey thereof.

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

This conveyance, however, is intended as a mortgage to secure the payment of one promis-
 sory note in writing this day executed by said C.W. Day and delivered to said second party by
 said first parties, one for (\$20,000.00) due Ninety days after date, all payable at THE EXCHANGE
 NATIONAL BANK OF TULSA, 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 pre-
 mises and that the same are free and clear of all encumbrances. 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 existence 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 suc-
 cessors 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 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 thereon at the rate
 of ten (10) per cent per annum until paid, and this mortgage shall stand as security for all
 such payments and sums; and if said sum or sums of money or any part thereof, or any interest
 thereon is not paid when the same becomes due and payable, or if such insurance is not effected
 and maintained and the certificates or policies delivered to said second party, its successors
 or assigns, or if any taxes or assessments are not paid before the same shall be delinquent,
 the holder of said notes and this mortgage may, without notice to first parties elect to de-
 clare the whole sum or sums and interest thereon and attorney's fees therein provided for due
 and payable at once and proceed to collect said debt, interest and attorney's fees set out and
 mentioned in said note, according to the terms and tenor thereof and also all sums paid for