

of the first part, have mortgaged and hereby mortgage to Walter Wilbanks and Sue Wilbanks his wife, of Tulsa County, State of Oklahoma, parties of the second part, the following described real estate and premises, situated in Tulsa County, State of Oklahoma, to-wit:

Lots twenty-one (21) and twenty-two (22), Block three (3), Orchard Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

COMPARED

with all the improvements thereon, and appurtenances thereunto belonging, and warrant the title to the same.

PROVIDED ALWAYS, And these presents are upon the express condition that whereas said Alexander C. Fulton and Mary Jane Fulton, his wife have this day executed and delivered 95 certain promissory notes in writing to said parties of the second part, described as follows:

Ninety-four (94) notes at Fifty-five dollars (\$55.00) each, dated February 6th, 1923; due and payable monthly beginning March 6, 1923, and one each month thereafter until all are paid.

One note for forty-four dollars (\$44.00) dated February 6, 1923, due and payable January 6, 1931.

All of said notes bearing interest at the rate of 8% per annum after maturity.

Now, if the said parties of the first part shall pay or cause to be paid to the said parties of the second part, their heirs, assigns, the sum of money in above described notes mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void, and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof, are not paid when the same by law are due and payable, then the whole of said sum or sums, and interest thereon, shall and by these presents become due and payable, and said parties of the second part shall be entitled to the possession of said premises.

Said parties of the first part hereby agree to procure and maintain policies of insurance on the buildings erected and to be erected upon the above described premises, in some responsible insurance company to the satisfaction of the legal holder or holders of this mortgage, to the amount of Three Thousand and no/100 Dollars, loss, if any, payable to the mortgagee or their assigns. An attorney fee of Two Hundred Fifty and No/100 Dollars may be taxed and be made part of the costs of foreclosure, providing this mortgage is foreclosed by an attorney of record of this state.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands this 6th day of February A.D.1923.

Alexander C. Fulton

Mary Jane Fulton

STATE OF OKLAHOMA, )  
County of Tulsa. ) ss.

Before me, a Notary Public in and for said County and State, on this 6th day of February 1923, personally appeared Alexander C. Fulton and Mary Jane Fulton, his wife to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal this 6th day of February 1923.

My commission expires April 24, 1926. (Seal)

Fay I. Hollis, Notary Public.