223194

MORTGAGE OF REAL ESTATE

COMPARED

Thereby certify that I took was \$250 Ractor to \$0/6 hereby in wayment to To He Fair mercial in perment to minager os the within and meto 1923

Dated this 2 day of meto 1923

WAYNE L DECKEY, County Tronsurer tea on the within a

This indenture, made and entered into this 20th day of February, 1923, between Eva A. Smith and Ralph V. Smith, husband and wife of Tulsa County, in the State of Oklahoma, party of the

first part, and The Producers National Bank, Tulsa , Okla. Tulsa County, State of Oklahoma, part --- of the second part.

WITE SSETH: That said parties of the first part, in consideration of the sum of Thousand Five Hundred (312,500.00) pollars, the receipt whereof is hereby acknow-Twelve ledged, 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 Fourteen (14) Block Two (2) Bliss Addition to Tulsa, Okla.; Lot Two (2) Block One hundred seventy seven (177) Original Town of Tulsa , Oklahoma.

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 pro missory note in writing this day executed and delivered to said second party by said first parties, one for (\$12,500.00) due May , 21, 1923, all payable at Producers Watl Bank, Tulsa, Okla. State of Oklahoma, with interest from maty at the rate of ten per cent per annum/annually, and all providing for the payment of Ten pollers 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 the owners in fee simple of said premises and that the same are free and clear of all encumbrances. That they have good right and authority to convey and incomber 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 (\$5,000.00) 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 successors and assigns, said sum or sums of money in the 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, the 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 sunum 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 delingment, the holder of said notes and this mortgage may, without notice to first parties, elect to declare 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