SCM A.L.

14th day of February A. D. 1923 personally appeared G. C. Fackard and Lula B. Fackard, his wife, to me known to be the identical persons who executed and subscribed their names to the foregoing instrument, and acknowledged to methat they executed the same as their free and voluntary act and deed for the uses and purposes there in set forth. Witness my hand and seal as such notary public on the day and year has above

written. My Commission expires Feb. 13, 1925 (SEAL) T.H. Turner, Notary Public Filed for record in Tulsa County, Tulsa Oklahoma, Larch 5, 1933 at 11;30 o'clock A.M. in Bock 442, page 301

(SEAL) O. G. Weaver, County Clerk

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By Brady Brown, Deputy

NORTGAGE OF REAL ESTATE COMPARED This indehture, made and entered into this 3d day of Larch, 1925, between Guy E. West and Belle West, his wife, of Tulsa County, in the State of Oklahoma, party of the first part, and Exchange National Bank of Tulsa, Tulsa County.

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State of Oklahoma, part -- of the second part.

WITTESSETH: That said parties of the first part, in consideration of the sum of Five Hundred and no/100 (\$500.00) 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 Twelve (12). Black One (1), a sub-division of part of Block 5, Terraco Drive Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof,

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in any vise appertaining, forever.

This conveyance, however, is intended as a mortgage to secure the payment of ode promissory note in writing this day executed and delivered to said second party by said first parties, one for (3500.00) due 60 days after date, all payable at THE EXCHANCE NATION-AL BANK OF TULSA. Tulsa County, State of Oklahoma, with interest from maty at the rate of ten per cent per annum, payable annually, and all providing for the payment of Ten Dollars and Ton 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 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 $(5-----)^*$ 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 meney 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 lewied and assessed lawfully against said premises, or any part thereof,