

442

026043 C. J.

MORTGAGE OF REAL ESTATE

TREASURER'S ENDORSEMENT

I hereby certify that I received \$1.30 and issued
 Receipt No. 8533 in payment of mortgage
 tax on the within mortgage.

Dated this 28 day of March 1923
 WAYNE L. DICKEY, County Treasurer

Deputy

This indenture, made and entered into this 5th day of
 March 1923, between H. B. Johnson and Opal P. Johnson,
 his wife, 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) the receipt whereof is here-
 by acknowledged, do by these presents, grant, bargain, sell and convey unto said party of
 the second parties successors and assigns, all the following described real estate,
 lying, situate and being in the county of Tulsa State of Oklahoma, to-wit: Lot five (5),
 Block Eight (8) Norvello Park Addition to the City of Tulsa, according to the recorded plat
 thereof

To have and to hold the same, together with all and singular the tenements, here-
 ditaments 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 parties, one for (\$1500.00) due ninety days after date -----, 192----, one for
 (\$-----), all payable at THE EXCHANGE NATIONAL BANK OF TULSA, Tulsa County, State of
 Oklahoma, with interest from maturity at the rate of ten per cent per annum, payable annu-
 ally, and all providing for the payment of Ten Dollars and Ten per cent additional, as at-
 torney'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
 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 in-
 sure the buildings on said premises in the sum of (\$-----) for the benefit of the mort-
 gagee, 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 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 there-
 of, 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 declare the whole sum
 or sums and interest thereon and attorney's fees therein provided for due and payable at