

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand the day and year first above written.

STATE OF OKLAHOMA Tulsa COUNTY, ss.

My commission expires June 24, 1925

Filed for record in Tulsa County, Tulsa Oklahoma, Moh 29, 1923 at 2:40 o'clock P. M. in Book 442, page 550

By Brady Brown, Deputy

(SEAL) O. G. Weaver, county clerk

326049 C. L. H. SUPERVISOR AND TREASURER
I hereby certify that I received \$80 and issued
Receipt No. 8526 transfer in payment of mortgage
tax on the within mortgage.
Dated this 29 day of mech 1923
WAYNE L. DICKEY, County Treasurer

MORTGAGE OF REAL ESTATE COMPARED

this indenture, made and entered into this 16th day of March 1923, between J. D. Simmons and Effie E. Simmons, his wife, of Tulsa, Tulsa County in the State of Oklahoma, party of the first part

and L. O. Cook, 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 Four thousand (\$4,000.00) dollars, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second party successors and assigns, all the following described real estate, lying, situate and being in the county of Tulsa State of Oklahoma, to-wit: The West forty six and three-fourths feet (± 46-3/4 ft) of Lot eight (8) in Block Two (2) Orcutt 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, 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 promissory note in writing this day executed and delivered to said second party by said first parties for (\$4000.00) due on or before sixty days from date, all payable at PLANTERS & MECHANICS BANK, Tulsa, County, State of Oklahoma, with interest from date at the rate of 8 per cent per annum, payable semi-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 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 (\$8,000.00) 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.