

4-12

226594 C. J.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 24 and issued
 Receipt No. 1660 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 7 day of April, 1923

WAYNE L. DICKER, County Treasurer

R. W.

Deputy

MORTGAGE OF REAL ESTATE ~~COMPARED~~

This indenture, made and entered into this 3rd day of April 1923, between Harry Montague and Laura Montague, his wife, of Tulsa County, in the State of Oklahoma, party of the first part, and E. R. Lindsey, 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 the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part his heirs and assigns, all the following described real estate, lying, situate and being in the county of Tulsa State of Oklahoma, to-wit:

Lot Three (3) in Block Two (2) Lloyd 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, one for (\$600.00) payable \$25.00 per month with interest on deferred payments at the rate of 8% from date of note, payable semi-annually, all payable at the EXCHANGE NATIONAL BANK OF TULSA, Tulsa County, state of Oklahoma, with interest from date at the rate of eight 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 (\$5600.00) 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 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 effected 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 his heirs 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 once