

TREASURY RECEIPT  
 I hereby certify that I have received of John A. Haver the sum of \$16,000.00 in full payment of the mortgage  
 No. 8178 dated this 7th day of March, 1923.  
 W. L. Dickey, County Treasurer.

224054-ACM COMPARED

## MORTGAGE OF REAL ESTATE

THIS INDENTURE, made and entered into this 7th day of March, 1923, between John A. Haver and Myrtle W. Haver, of Tulsa County, in the State of Oklahoma, parties of the first part, and Jno. Y. Murry and T. M. Murry of Tulsa County, State of Oklahoma, parties of the second part.

WITNESSETH: That said parties of the first part, in consideration of the sum of Sixteen Thousand (\$16000.00) Dollars, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second parties, their successors and assigns, all the following described real estate, lying, situate and being in the county of Tulsa, State of Oklahoma, to-wit:

Lot No. Two (2) in Block No. Twelve (12) in Sunset Park Addition to the City of Tulsa, Okla. according to the recorded official plat thereof, this mtg being subordinate however to a mtg of even date given by first parties to Exchange Trust Co. for \$15,000.00, on said premises

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 three promissory notes in writing this day executed and delivered to said second parties by said first parties, one for (\$8,000.00) due on or before April 15th 1923, one for (\$4,000.00) due on or before August 15th 1923, one for (\$4,000.00) due on or before December 15th 1923, all payable at THE EXCHANGE NATIONAL BANK OF TULSA, Tulsa County, State of Oklahoma, with interest from date at the rate of 8 per cent per annum, payable 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 except as above set out. 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 (\$10,000.00) 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 above described notes mentioned, together with the interest thereon according to the terms and tenor of said notes, and shall procure and maintain such insurance and pay such tax 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 thereof, are not paid, before the same become delinquent, then the mortgagee herein their 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 fee therein provided for due and payable at once and pro-