

My commission expires 2/21/ A.D. 1927.

Filed for record in Tulsa County, Okla. on March 19, 1923, at 1:30 P.M. and duly recorded in book 445, page 269, By Brady Brown, Deputy,

(SEAL) O.G. Weaver, County Clerk.

224899 - BH **COMPARED**

Oklahoma Real Estate Mortgage.

Know all men by these presents: That Paul E. Bower, a single man of the County of Muskogee and State of Oklahoma, party of the first part for and in consideration of the sum of fifty and no/100 (\$50.00) dollars to him in hand paid by Virgil R. Coss Mortgage Company, a corporation, of Muskogee, Oklahoma, party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey and mortgage unto the said Virgil R. Coss Mortgage Company, its successors or assigns, the following described premises, situate in the County of Tulsa, and State of Oklahoma, to-wit:

The northeast quarter of the northeast quarter of section numbered thirty six (36) township numbered eighteen (18N) range numbered fourteen (14E)

east of the Indian Meridian, containing in all forty acres of land, more or less, according to Government survey thereof.

To have and to hold the same, together with all and singular the improvements thereon and the appurtenances thereto belonging or in any wise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors or assigns, forever. And the said party of the first part covenants and agrees that at the delivery hereof he is the lawful owner of the premises hereby conveyed, and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances, whatsoever, and he will warrant and forever defend the title to and possession of the same unto said party of the second part, its successors or assigns, against the lawful claims of all persons whomsoever.

This conveyance, however, is intended as a mortgage for the better securing of the sum of fifty and no/100 (\$50.00) dollars, justly due and owing by the said party of the first part to the said Virgil R. Coss Mortgage Company, its successors or assigns, and evidenced by five certain promissory notes for the sum of \$10.00, bearing even date herewith, and maturing in five annual periods from April 1st, 1923 and bearing ten per cent interest after maturity.

It is expressly understood and agreed by and between the parties hereto, that this mortgage is the second lien on the premises hereby conveyed that the party of the first part will pay the indebtedness hereby secured at the the and place and in the manner provided in said notes and will also pay all taxes and assessments levied against the premises hereby conveyed when due, and will neither commit nor permit any waste upon said premises, or the removal of any building or other improvements therefrom without the written consent of the said second party first had and obtained.

Upon payment of said promissory notes according to the tenor and effect thereof being well and truly made, then, in such case, this conveyance shall become null and void, and shall be released at the cost of the first party, but in case of failure or default in the payment of said promissory notes when due, or any part thereof, or any interest thereon, at maturity; or in case of default in the payment of any taxes or assessments levied against either the premises hereby conveyed or the indebtedness hereby secured, or if the party of the first part do or suffer <sup>to be done</sup> anything whereby this security is impaired,

TREASURER'S ENDORSEMENT  
 I hereby certify that I received \$50.00 and issued  
 Receipt No. 8338 therefor in payment of mortgage  
 tax on the within mortgage.  
 Dated this 22 day of March, 1923  
 WAYNE L. DICKER, County Treasurer

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