

Filed City of Tulsa, Jan 25, 1924, Roy Garbett, City Auditor.

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

252665 - BH

MORTGAGE OF REAL ESTATE.

This indenture, made and entered into this 18 day of Sept. 1923, between Jennette Rensch & E. L. Rensch, Tulsa, County, in the State of Oklahoma, party of the first part, and Planters & Merchants Bank, Tulsa County, State of Oklahoma, party of the second part.

Witnesseth: That said party of the first part, in consideration of the sum of one thousand (\$1000.00) dollars, the receipt whereof is hereby acknowledged, do hereby presents grant, bargain, sell and convey unto said party of the second part, successors and assigns, all the following described real estate, ^{situate} lying and abutting in the county of Tulsa, State of Oklahoma, to-wit: Lot 17 in Block 16, Wells subdivision to city of Tulsa.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise 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 party, one for \$1000.00 due 90 days after date, all payable to Planters & Merchants Bank, 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 party ^{es} hereby covenant that they are the owners in fee simple of said premises and that the same are free and clear of all incumbrances. That they have good right and authority to convey and encumber 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 \$_____ 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 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 maybe levied and assessed lawfully against said premises, or any part thereof, 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