

255101 - BH

MORTGAGE.  
REAL ESTATE.

This indenture, made this 1st day of April, A.D. 1924, between O. Rough and Emma L. Rough, his wife, of Tulsa County, in the State of Oklahoma, of the first part, and Collins-Deitz-Morris Company, of Tulsa Tulsa County, in the State of Oklahoma, of the second part:

Witnesseth that said party of the first part, in consideration of the sum of three hundred seventy five and 55/100 dollars, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto party of the second part its heirs and assigns, all of the following described real estate, situated in Tulsa County, and the State of Oklahoma, to-wit:

All that part of the northwest quarter ( $\frac{1}{4}$ ) of the north ~~west~~ <sup>west</sup> quarter ( $\frac{1}{4}$ ) of the southeast quarter ( $\frac{1}{4}$ ) of section 20 township 22 north, range <sup>14</sup> east, lying west of the A.T.&S.F. Railway right of way.

To have and to hold the same, together with all the appurtenances thereunto belonging, or in any wise appertaining, forever; and warrant the title to the same.

Provided, always, and these presents are upon this expressed condition, that whereas said O. Rough and Emma Rough, his wife, have this day executed and delivered their one certain promissory note in writing to said party of the second part, for three hundred seventy-five and 55/100 dollars of even date herewith, due and payable July first, 1924, <sup>together</sup> with interest at rate of ten per cent from date. That this mortgage is subject to a prior mortgage in favor of Joe Tomlinson, to the amount of \$275.00. Also a prior mortgage to the First National Bank of Collinsville, to the amount of \$575.00.

And the first parties agree to keep the buildings insured for \$1000.

And the mortgagors agree to pay \$50.00 attorney's fees on foreclosure.

Now, if said parties of the first part shall pay or cause to be paid to said party of the second part, its heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same; then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon is not paid, when the same is due, and if the taxes and assessments of every nature, which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, then the whole of said sum or sums, and interest thereon, shall, and by these presents become due and payable, and said party of the second part shall be entitled to the possession of said premises.

In witness whereof, the said parties of the first part have hereunto set their hands the day and year first above written.

O. Rough,  
Emma L. Rough.

State of Oklahoma )  
Tulsa County ) SS Before me, a Notary Public, in and for said County and State, on this 1st day of April, 1924, personally appeared O. Rough, and Emma L. Rough his wife who are to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and notarial seal the day and year last above written.

(SEAL) Frank McKinney, Notary Public.