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MORTGAGE OF REAL ESTATE.

This indature made and entered into this 16th day of April, 1924, between E. J. Brennan and Jennie F. Brennan, husband and wife, of Tulsa County, State of Oklahoma, parties of the first part and The Exchange National Bank of Tulsa, Oklahoma, a corporation, party of the second part.

WITNESSETH.

That said parties of the first part, in consideration of the sum of forty eight thousand and 93/100 (\$48,248.00) dollars, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all of the following described real estate lying, situate and being in the County of Tulsa, State of Oklahoma, to-wit:

Lot six (6) and all of lot seven (7) except the east fifty (E.50) feet, in block one (1); lots one (1) two (2) three (3) four (4) five (5) seven (7) eight (8) nine (9), ten (10) and eleven (11), in block two (2); lots one (1) two (2) three (3) four (4) six (6) seven (7) eight (8) nine (9) ten (10) eleven (11) twelve (12), thirteen (13) fourteen (14) and fifteen (15) in block three (3); lots one (1) two (2) three (3) four (4) five (5) six (6) seven (7) eight (8) nine (9) ten (10) eleven (11) twelve (12) thirteen (13) fourteen (14) fifteen (15) sixteen (16) and seventeen (17) in block four (4); lots seventeen (17) eighteen (18) nineteen (19) twenty three (23) twenty four (24) twenty five (25) twenty six (26) twenty seven (27) twenty eight (28) twenty nine (29) thirty (30) thirty one (31) thirty two (32) thirty three (33), and thirty four (34) in block five (5) all in Brookside addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever.

This conveyance is intended as a mortgage to secure the payment of one promissory note in writing, this day executed and delivered to Party of the Second Part by said parties of the first part for the sum of forty eight thousand dollars, two hundred forty eight and 93/100 (\$48,248.93) dollars, due ninety (90) days after date with interest thereon at the rate of eight per cent (8%) per annum from date until paid, payable to The Exchange National Bank of Tulsa, Oklahoma, a corporation, and said note provides for the payment of ten (\$10.00) dollars and ten per cent (10%) additional as attorney fees in case the same be collected by legal proceedings, or be placed in the hands of an attorney for collection.

The above described note being a renewal of two promissory notes, one for twenty-five thousand (\$25,000.00) dollars dated February 3, 1922, and one for fifteen thousand (\$15,000.00) dollars, dated February 3, 1923 together with an additional loan of six thousand (\$6,000.00) dollars.

Said parties of the first part 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 lawful authority to convey and encumber the same, and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

Said parties of the first part covenant and agree to pay all taxes and assessments levied against said premises before the same become delinquent.