

My commission expires March 1, 1927.

Filed for record in Tulsa County, Okla on May 29, 1924, at 1:30 P.M. recorded in book 449, page 369, Brady Brown, Deputy,

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

259401 - BH

REAL ESTATE MORTGAGE.

This indenture, made this 26th day of April, in the year of our Lord one thousand nine hundred and 24 between J. J. Padden, and wife, Lena M. Padden, of the county of Tulsa and State of Oklahoma, party of the first part, and L. S. Cogswell Lumber Company, party of the second part.

Witnesseth, that the said party of the first part, for and in consideration of the sum of five hundred dollars in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, have sold and by these presents do grant, sell, convey, and confirm unto the said party of the second part and to their heirs and assigns, forever, all of the following described real estate lying and situate in the County of Payne and State of Oklahoma, to-wit:

Lot 11 and 12 in block 14, in Parkhill addition to the City of Tulsa, Okla.

To have and to hold the same with all and singular, the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part and to their heirs and assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery thereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances with the exception of one first mortgage of \$5000.00 to Gum Brothers Company, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

Provided always, and these presents are upon the express condition; that if the said parties of the first part, their heirs and assigns, shall well and truly pay or cause to be paid to the said party of the second part, its successors and assigns, the sum of five hundred dollars, with interest thereon at the time and manner specified in thirteen certain promissory notes, bearing date of April 26th, 1924, executed by the parties of the first part, payable to the order of L. S. Cogswell Lumber Co., at Tulsa, Okla. as follows: \$35.00 payable monthly, with 8 per cent interest from date until maturity, and the installments of interest being further evidenced by coupons attached to said principal note payable as above indicated, both principal note and coupons payable with 10 per cent interest per annum from maturity until paid, according to the true intent and meaning thereof, then and in that case these presents and everything herein expressed shall be void, but upon default in the payment of any part of the principal or interest when the same is due or any one of said coupons notes at maturity, or upon the failure to pay any and all lawful assessments and taxes upon said premises when the same shall become due and payable, and all of the several amounts herein secured shall immediately become due and payable at the option of the holder hereof; and if foreclosure proceedings be instituted hereon, the holder shall be entitled to a receiver to be appointed by the court, and the holder shall also be entitled to recover \$50.00 attorney fee, and all costs of suit, which sum shall be and become an additional lien and be secured by lien of this mortgage and said part of the first part hereby