

(SEAL) R. E. Thompson, Notary Public.

My comm. expires March 4, 1925.

Filed for record in Tulsa County, Okla. on May 2, 1924, at 10:50 A.M. recorded in book 449, page 395, Brady Brown, Deputy.

(SEAL) O.G. Weaver, County Clerk, PERS. & FIN. DIVISION

259594 - BH

MORTGAGE OF REAL ESTATE.

This indenture, made this 24th day of May, A.D. 1924, between E. H. Jesseph of Skiatook, Osage County, in the State of Oklahoma, of the first part, and Mrs. Mattie Stevens of Skiatook, Oklahoma, of the second part.

Witnesseth, that said party of the first part on consideration of the sum of five hundred and no/100 dollars, the receipt of which is hereby acknowledged, does by these presents grant, bargain, sell and convey unto said party of the second part, her heirs and assigns, all the following described real estate, situated in Tulsa County, and State of Oklahoma, to-wit:

50 All of lots twelve (12) thirteen (13) fourteen (14) fifteen (15) and sixteen (16) original town of Skiatook, Tulsa County, Oklahoma, (this is not my homestead nor never has been).

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 3 promissory notes of even date herewith, one for \$166.66, due May 24th, 1924, one for \$166.66 due May 24th 1925, *one for \$166.66 due May 24-1926* made to Mrs. Mattie Stevens, or order, payable at Skiatook with 10 per cent per annum from date payable semi-annually and signed by E. H. Jesseph.

Said first party hereby covenants that he is the owner in fee simple of said premises and that they are free and clear of all incumbrances.

That he has good right and authority to convey and encumber the same and he will warrant and defend the same against the lawful claims of all persons whomsoever. Said first party agrees to insure the buildings on said premises, in the sum of \$\_\_\_ for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first party agrees to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first party further expressly agrees that in case of foreclosure of this mortgage, and as often as any proceedings shall be taken to foreclose same as herein provided, the mortgagor will pay to the said plaintiff \$50.00 as attorney's or solicitor's fees therefor, in addition to all other statutory fees, said fee to be due and payable upon the filing of the petition for foreclosure, and the same shall be a further charge and lien upon said premises described in this mortgage and the amount thereon shall be recovered in said foreclosure suit and included in any judgment or decree rendered in action as aforesaid, and collected, and the lien thereof enforced in the same manner as the principal debt hereby secured.

The mortgagors for themselves, their heirs, administrators, executors, successors or assigns hereby covenant that any action to foreclose this mortgage may be brought in the county in which the land described is situated, and hereby waive any objection to such venue of such action.

Now if said first party shall pay or cause to be paid to said second part, her 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 said note, and shall make and