

My commission expires Mar 25th, 1923.

(seal) Mrs. V. L. Rogers, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, May 24th, 1923, at 2 P.M. and recorded in Book 451, page 250.

By Brady Brown, Deputy.

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

231459-GB

REAL ESTATE MORTGAGE

COMPARED

THIS INDENTURE, Made this 28 day of November in the year of One thousand nine hundred and twenty-two between R. T. Courtney, of Tulsa, Okla. party of the first part, and Frances A. Rooney of Muskogee, Okla., party of the second part.

WITNESSETH: That the said party of the first part for and in consideration of the sum of Three Thousand Dollars, to me in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold, released and confirmed, and by these presents does grant, bargain, sell, release and confirm unto the said party of the second part, his heirs, executors, successors or assigns forever all of the following described real estate, situate, lying and being in the County of Tulsa, and State of Oklahoma, to-wit:

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 60 and issued Lot Six (6) in Block Ninety Eight (98) City of Tulsa, Tulsa County, Oklahoma, according to official tax on the within mortgage.

Dated this 22 day of 5 1922 survey

WAYNE L. DICKY, County Treasurer

Together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining;

TO HAVE AND TO HOLD the above bargained premises unto the said party of the second part, her heirs, executors, successors or assigns, to the sole and only proper use, benefit and behoof of the said party of the second part, her heirs, executors, successors, or assigns forever; and the said party of the first part does covenant with the said party of the second part her heirs, executors, successors or assigns, that at the time of the delivery of these presents well seized of said premises in fee simple; that they are free from all incumbrances and charges whatever and that he will, and his heirs, executors, successors or assigns, shall forever warrant and defend the title to the same against all lawful claims whatsoever;

PROVIDED ALWAYS, that these presents are upon the express condition, that the said party of the first part shall and does well and truly pay or cause to be paid to the said party of the second part her heirs, executors, successors or assigns, the sum of Three Thousand Dollars, with interest according to a certain promissory note bearing even date herewith, executed by R. T. Courtney and Maud M Courtney, his wife, due 1 yr after date to said party of the second part, her heirs, executors, successors or assigns, to which these presents are collateral, and shall also pay and discharge or cause to be paid within the time prescribed by law, all such taxes and assessments, of whatever nature, as shall be any lawful authority, while the money secured by these presents remains unpaid, be levied or imposed upon said premises above described, including the taxes upon the mortgage interest of the said party of the second part in and to said premises by virtue of this mortgage; and shall also insure and keep insured the buildings erected and to be erected on the premises above described, in some good and responsible fire insurance company, to be approved by the party of the second part, against loss and damage by fire, in the sum of at least _____ Dollars, for the benefit of the party of the second party, heirs, executors, successors or assigns, and assign and deliver the policy and certificates thereof to the part of the second part, heris, executors, successors or assigns; and shall further keep and perform all covenants hereinaftermade, then these presents shall be null and void.

AND IT IS HEREBY EXPRESSLY AGREED, That should any default be made in the above