

234563 C. J.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 2.00 and issued
 Receipt No. 103280 for payment of mortgage
 tax on the within instrument.

Dated this 30th day of June 1923.

WAYNE L. L. CARR, County Treasurer

By P. J. B.
 Deputy

MORTGAGE OF REAL ESTATE COMPARED

THIS INSTRUMENT, Made this 29th day of June A. D.

1923 between Dan Clifton and Mrs Dan Clifton his wife
 of Tulsa County, in the State of Oklahoma, parties
 of the first part. and J. H. Hill of Tulsa County
 in the State of Oklahoma party of the second part.

WITNESSETH, That said parties of the first part in consideration of the sum of
 Five Thousand DOLLARS, the receipt of which is hereby acknowledged, do by these presents, grant
 bargain, sell and convey unto said party of the second part, his heirs and assigns, all the
 following described real estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot 4 in Block 6 in Pouder & Pomeroy Addition to Tulsa, Oklahoma.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements,
 hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever.

This conveyance is intended as a mortgage to secure the payment of one promis-
 sory note of even date herewith One for \$5000.00, due two years after date made to J. H. Hill
 or order, payable at Tulsa Oklahoma, with eight per cent. interest per annum from date,
 payable annually, and signed by first parties.

Said first parties hereby covenant that they are the owners in fee simple of
 said premises and that they are free and clear of all incumbrances whatsoever.
 That they have good right and authority to convey and incumber the same and they will warrant
 and will defend the same against the lawful claims of all persons whomsoever. Said first
 parties agree to insure the buildings on said premises in the sum of \$5000.00 for the benefit
 of mortgagee and maintain such insurance during the existence of this mortgage, and to pay
 all taxes and assessments lawfully assessed on said premises before delinquent.

Said first parties further expressly agree that in case of foreclosure of this
 mortgage, and as often as any proceedings shall be taken to foreclose the same as herein
 provided, the mortgagor will pay to the said plaintiff 10% of the amount due on said note 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 thereof
 shall be recovered in said foreclosure suit and included in any judgment or decree rendered
 in any action as aforesaid, and collected, and the lien thereof enforced in the same manner
 as the principal debt hereby secured.

Now, if said first parties shall pay or cause to be paid to said second part his
 heirs or assigns said sum of money in the above described note mentioned, together with
 interest thereon according to the terms and tenor of said note and shall make and maintain
 such insurance and pay such taxes and assessments, then these presents shall be wholly dis-
 charged and void, otherwise remain in full force and effect. If such insurance is not effect-
 ed and maintained, or if any and all taxes are not paid before delinquent, the mortgagee may
 effect such insurance or pay such taxes and assessments and shall be allowed interest thereon
 at the rate of 8 per cent. per annum until paid, and this mortgage shall stand as security
 for all such payments. And if said sum or sums of money or any part thereof is not paid when
 due, or if such insurance is not effected and maintained, or any taxes or assessments are not
 paid before delinquent, the holder of said note and this mortgage may elect declare the whole
 sum or sums and interest due and payable at once and proceed to collect said debt, including
 attorney's fees, and to foreclose this mortgage, and shall be entitled to possession of said
 premises.