

foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year last above written.

My commission expires January 25, 1925 (SEAL) Lura B. Wood, Notary Public  
 Filed for record in Tulsa County, Tulsa Oklahoma, July 2, 1923 at 8:00 o'clock A. M. in  
 Book 451, page 628

By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk

234701 C.J.

MORTGAGE OF REAL ESTATE

This indenture, made and entered into this 26th day  
 of June 1923, between Siddie G. Van Huss and H. M. Van  
 Huss, her husband of Tulsa County, in the State of  
 Oklahoma, party of the first part, and J. M. Conner  
 -----County, State of Oklahoma, part----- of the second part.

WITNESSETH: That said parties of the first part, in consideration of the sum of Fourteen  
 Hundred and no/100 (\$1400.00) Dollars, the receipt whereof is hereby acknowledged, does by  
 these presents grant, bargain, sell and convey unto said party of the second part---successors  
 and assigns, all the following described real estate, lying, situate and being in the county  
 of Tulsa State of Oklahoma, to-wit:

All of that parcel of land described as Lots Eight (8) and Nine  
 (9) in Block Nine (9) in the Townsite of New Taneha, Oklahoma,  
 and all the improvements situated thereon.

To have and to hold the same, together with all and singular the tenements, here-  
 ditaments and appurtenances thereto belonging, or in any wise appertaining, forever.

This conveyance, however, is intended as a mortgage to secure the payment of One  
 promissory note in writing this day executed and delivered to said second party by said first  
 party, one for (\$1400.00) due June 26th . 1924 one for (\$1400.00) payable at Producers  
 National Bank, State of Oklahoma, with interest from date at the rate of Ten per cent per  
 annum, payable semi- annually, and all providing for the payment of Ten Dollars and Ten Per  
 Cent Additional, as attorney's fees, in case the same be collected by legal proceedings or  
 be placed in the hands of an attorney for collection.

Said first parties 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 authority to convey and incumber the same and ---he-- will warrant and defend  
 the same against the lawful claims of all persons whomsoever. Said first part---agree----  
 to insure the buildings on said premises in the sum of (\$2500.00 ) for the benefit of the  
 mortgagee, its successors and assigns and to maintain such insurance during the existence  
 of this mortgage. Said first part---- also agree to pay all taxes and assessments lawfully  
 assessed against said premises before the same shall become delinquent .

Now if said first part---- shall pay or cause to be paid to said second party,  
 its successors and assigns, said sum or sums of money in the above described note mentioned,  
 together with the interest thereon according to the terms and tenor of said note, and shall  
 procure and maintain such insurance and pay such taxes and assessments, then these presents  
 shall be wholly discharged and void; otherwise shall remain and be in full force and effect.  
 If such insurance is not affected and maintained or if any and all taxes and assessments which  
 are or may be levied and assessed lawfully against said premises, or any part thereof, are  
 not paid before the same become delinquent, then the mortgage herein successors or assigns