

and voluntary and deed for the uses and purposes therein set forth,

(SEAL) Edgar M. Lee, Notary Public.

My commission expires February 19, 1924.

Filed for record in Tulsa County, Okla. on June 8, 1923, at 10:30 A.M. and duly recorded in book 455, page 279, By Brady Brown, Deputy.

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

232746 - BH

COMPARED

MORTGAGE OF REAL ESTATE.

148  
Receipt No. 9976  
tax on the whole mortgage

Dated this 9 day of 6 1923

This indenture, made this 2nd day of June, A.D. 1923, between J. J. COSNEY, Treasurer of Creek County, in the State of Okla. party of the first part, and Security State Bank of Creek County, in the State of Okla. party of the second part:

Witnesseth, that said party of the first part in consideration of the sum of six hundred seventy & no/100 (\$675.00 dollars, the receipt of which is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto said party of the second part, their heirs and assigns all the following described real estate, situate in Tulsa, County and State of Okla. to-wit:

Lots (5) five (6) six (7) seven (8) eight, in block

No. (4) four in the Provett addition to the town of Bixby.

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 one promissory note of even date herewith: One for \$670.00, due Sept. 2nd, 1923, made to Security State Bank, or order, payable at Kiefer, Okla., with 10 per cent interest per annum from date, payable semi-annually, and signed by first part.

Said first party hereby covenant 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 incumber the same and he warrants and will defend the same against the lawful claims of all persons whosoever. Said first parties agrees to insure the buildings on said premises in the sum of \$1000.00 for the benefit of the 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 party further expressly agreed 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 mortgagee will pay to the said plaintiff fifty (\$50.00) dollars, as a 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 principal the/debt hereby secured.

Now, if said first party shall pay or cause to be paid to said second party, heirs or assigns and 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 discharged and void, otherwise to remain in full force and effect. If such insurance is not effected 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