

It is therefore ordered, adjudged and decreed by the Court, that the said sale be, and the same is hereby confirmed and approved and declared valid and the said Mary T. Morrison, as such guardian is directed to execute to said purchaser proper and legal conveyance of said real estate.

(SEAL) John P. Boyd, County Judge.

I, Hal Turner, Court Clerk, for Tulsa County, Oklahoma, hereby certify that the foregoing is a true, correct and full copy of the instrument herewith set out as appears of record in the County Court of Tulsa County, Oklahoma, this 25 day of June, 1923.

(SEAL) Hal Turner, Court Clerk,

By E. W. Watterfield, Deputy,

Filed for record in Tulsa County, Okla. on June 28, 1923, at 9:30 A.M. and duly recorded in book 455, page 467, By Brady Brown, Deputy,

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

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MORTGAGE.

This indenture made this 22nd day of May, A.D. 1923 between Carrie Wesley of Oklahoma County, in the State of Oklahoma, party of the first part, and H. F. Herzog, of Oklahoma 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 one hundred and one (\$101.00) dollars, the receipt of which is hereby acknowledged, does by these presents grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, all the following described real estate, situate in Tulsa County and State of Oklahoma, to-wit: Lot 21, block 4, Skidmore 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 promissory note of even date herewith: One for \$101.00 due June 22, 1923, made to H. F. Herzog, or order, payable at - - with 10 per cent interest per annum from maturity, payable semi-annually, and signed by first party.

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

That she has good right and authority to convey and incumber the same and she warrants and will defend the same against the lawful claims of all persons whosoever. Said first party agrees to insure the buildings on said premises in the sum of \$101.00 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 agrees 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 twenty five dollars 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 judgement 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 party shall pay or cause to be paid to said second party his