

Filed for record in Tulsa County, Okla. on May 14, 1923, at 2:00 P.M. and duly recorded
in book 455, page 76, By Brady Brown, Deputy,
(SEAL) O.G. Weaver, County Clerk.

230439 - BN

COMPARED

MORTGAGE.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 50. and issue
Receipt No. 2468, therefore in payment of mortgage
tax on the within mortgage.

Dated this 14 day of 5 1923

WAYNE L. DICKEY, County Treasurer

This indenture, made and entered into this 11th day of May, 1923, between
W. L. Tierney and Elizabeth Tierney, husband and wife, of Tulsa County, in the State of
Oklahoma, party of the first part, and The Exchange National Bank of Tulsa, Tulsa County,
State of Oklahoma, part of the second part.

Witnesseth, that said parties of the first part, in consideration of the sum of
twenty five hundred and no/100 (\$2500.00) dollars, the receipt whereof is hereby acknowl-
edged, do by these presents grant, bargain, sell and convey unto said party of the second
part its successors and assigns, all the following described real estate, lying, situate
and being in ^{the} County of Tulsa, State of Oklahoma, to-wit:

The north half (N $\frac{1}{2}$) of lot four (4) Block three (3) Burnett
addition to the City of Tulsa, according to the duly recorded
plat thereof,

This mortgage being subject to a first mortgage of \$4000.00 given to the Farm & Home
Savings & Loan Association of Nevada, Missouri.

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

This mortgage, 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 parties, one
for (\$2500.00) due ninety days after date, all payable at The Exchange National Bank of
Tulsa, Tulsa County, Oklahoma, with interest from maturity at the rate of ten per cent per
annum, payable 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 they will warrant and 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 (\$1000) for the benefit of the mort-
gagee, its successors and assigns and to maintain such insurance during the existence of
this mortgage. Said first parties also agree to pay all taxes and assessments lawfully
assessed against said premises before the same shall become delinquent.

Now, if said first parties 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 effected 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 mortgagee herein
its successors or assigns may effect such insurance and pay such taxes and assessments
and shall be allowed interest thereon at the rate of ten (10) per cent per annum until
paid, and this mortgage shall stand as security for all such payment and sums; and if
said sum or sums of money or any part thereof, or any interest thereon is not paid when