

By Brady Brown - Deputy

(SEAL)

O. G. Weaver - County Clerk.

235187-ACM COMPARED REAL ESTATE MORTGAGE

THIS INDENTURE, Made this 29th day of June A.D. 1923, between Lovina Wiley and C. Z. Wiley, her husband of Tulsa County, in the State of Oklahoma, parties of the first part, and RAYMOND WHITE SKINNER of Tulsa, Oklahoma, party of the second part;

TREASURER
I hereby certify that I received \$ 60 and issued
Receipt No. 103-102 therefor in payment of mortgage
tax on the within mortgage.
Dated this 7 day of 1923
J. H. Buckley County Treasurer
P. S. B.
Deputy

WITNESSETH, That said parties of the first part, in consideration of the sum of THREE THOUSAND & NO/100 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 11, Block 204, in Woodlawn Addition to the City of Tulsa,
Oklahoma, according to the recorded plat thereof.

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 certain promissory note of even date herewith for \$3,000.00 due June 29, 1924 made to Raymond White Skinner, or order, payable at Exchange National Bank, Tulsa, Oklahoma, with eight per cent interest per annum, payable semi-annually and signed by Lovina Wiley and C. Z. Wiley.

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.

That they have good right and authority to convey and encumber the same, and that 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 \$3,000.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first parties agree 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 proceeding shall be taken to foreclose same as herein provided, the mortgagor will pay to the said mortgagee Three Hundred Dollars, as Attorney's or solicitor's fee 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 thereon shall be recovered in said foreclosure suit and included in any judgment or decree rendered in action as aforesaid, and collected, and the lien thereof enforced in the same manner as the principal debt hereby secured.

Now if the 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 the 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 shall remain in full force and effect. If said 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 delinquent, then the mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of eight per cent per annum, until paid, and this mortgage shall stand as security for all such payments; and if said sums of money or any part thereof is not paid when due, or if such insurance is not effected and maintained or any