

Mary Hogan,

Edward B. Hogan

Anna M. Hogan

Subscribed and sworn to before me, this 23rd day of June, 1923.

My term expires Sept 11, 1926 (SEAL) Sarah A. Bauman-Notary Public

Filed for record at Tulsa, Tulsa County, Oklahoma, July 7, 1923 at 11:00 o'clock A.M. and recorded in Book 457 Page 635

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

235216-ACM

M O R T G A G E

This indenture, made and entered into this 6th day of July 1923, between H. E. Bagby and Georgia B. Bagby of Tulsa County, in the State of Oklahoma, party of the first part, and Producers National Bank of 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 Thousand (\$20,000.00) Dollars, the receipt whereof is hereby acknowledged, 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 40 feet Lot 9 and South 10 feet of Lot 10 in Block 10511 and issued to said parties of the first part in payment of mortgage of Sallie Morrison and Lot 1 Block 4 Wakefield Addition to Tulsa, subject to mortgage to Georgia State Savings Assn

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

This conveyance, however, is intended as a mortgage to secure the payment of two promissory notes in writing executed and delivered to said second party by said first party, one for (\$10,000.00) dated February 2, 1923 one for (\$10,000.00) dated February 2, 1923, which are shown in mortgage filed in Book 416 Page 622 all payable at Producers National Bank in Tulsa, State of Oklahoma, with interest from Maturity (1 year) at the rate of 10 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 agrees to insure the buildings on said premises in the sum of (\$20,000.00) for the benefit of the mortgagee, 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 notes 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