

## COMPARED

235940 C.J.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$12 and issued Receipt No. 10687 therefor in payment of mortgage tax on the within mortgage.

Dated this 15 day of 7 1923  
*W.W. Stucky*, County Treasurer

*P.B.*

Deputy

## MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 2 day of May A. D. 1923, between Katie B. Carroll nee Hendricks & J.W. Carroll of Tulsa County, in the State of Oklahoma of the first part, and The Oklahoma National Bank of Skiatook, Okla, of the second part:

WITNESSETH, That said part---- of the first part, in consideration of the sum of Six Hundred DOLLARS, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part its heirs and assigns, all the following described real estate, situated in Tulsa County and State of Oklahoma, to-wit

Lots 15,16,17, in Block Twenty two (22) original town of Skiatook Okla., subject to a certain mortgage Aetna Building & Loan Assn for about 1700.00

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 \$600.00 due Nov 2, 1923 made to the Oklahoma Natl Bank or order, payable at Skiatook Okla. with 10 per cent interest per annum from date payable semi-annually and signed by Katie B. Carroll nee Hendricks & J. W. Carroll

Said first parties hereby covenant that they are owner in fee simple of said premises and that they are free and clear of all incumbrances except Mtg 1700.00

That they have good right and authority to convey and encumber 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 \$00000 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part---- 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 proceedings shall be taken to foreclose same as herein provided, the mortgagor will pay to the said Plaintiff \$10.00 & 10% 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 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.

The mortgagors, for themselves, their heirs, administrators, executors, successors or assign hereby consent that any action to foreclose this mortgage may be brought in the county in which the land described is situated, and hereby waive any objection to such venue of such action.

Now, if said first parties shall pay or cause to be paid to said second part its 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 such insurance is not effected and maintained, or if any and all taxes and assessments which are or may be