

235160 C. J.

## MORTGAGE OF REAL ESTATE

COMPALED

TREASURER'S RECEIPT  
 I hereby certify that I received of \$400.00  
 Receipt No. 10442 in payment of mortgage  
 for the within mortgage.  
 Dated this 10th day of July, 1923.  
*J. W. Buckley*  
 County Treasurer

This indenture, made and entered into this 2nd.  
 day of July, 1923, between Larry T. Brooks, of  
 Tulsa County, in the State of Oklahoma, party  
 of the first part, and R. J. MEADS -----County,  
 State of Oklahoma, part----of the second part.

WITNESSETH: That said party of the first part, in consideration of the sum  
 of Four Hundred and no/100 (\$400.00) Dollars, the receipt whereof is hereby acknowledged,  
 does by these presents grant, bargain, sell and convey unto said party of the second part  
 his successors and assigns, all the following described real estate, lying, situate and  
 being in the county of Tulsa State of Oklahoma, to-wit:

Lot Eighteen (18) in Block One (1) in Boston Addition in the City

of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof,

(This property is not now used nor has never been used as a homestead)

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 1 promissory note in writing this day executed and delivered to said second party by  
 said first party, one for (\$400.00) due July 2nd. 1924, 1924, one for (\$400.00), all  
 payable at THE EXCHANGE NATIONAL BANK OF TULSA, Tulsa County, State of Oklahoma, with  
 interest, from date at the rate of eight per cent per annum, payable annually, and all pro-  
 viding 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 party hereby covenants that he is the owner in fee simple of said  
 premises and that the same are free and clear of all encumbrances. That he ha---- good  
 right and authority to convey and incumber the same and he will warrant and defend the same  
 against the lawful claims of all persons whomsoever. Said first party agrees to insure the  
 buildings on said premises in the sum of (\$-----) for the benefit of the mortgagee,  
 its successors and assigns and to maintain such insurance during the existence of this  
 mortgage. Said first party also agrees to pay all taxes and assessments lawfully assessed  
 against said premises before the same shall become delinquent.

Now if said first party 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 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 the same become delinquent, then the mortgage herein his 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 payments and sums; and if said sums of money or any  
 part thereof, or any interest thereon is not paid when the same becomes due and payable,  
 or if such insurance is not effected and maintained and the certificates or policies de-  
 livered to said second party, its successors or assigns, or if any taxes or assessments  
 are not paid before the same shall be delinquent, the holder of said notes and this mort-