

235445 C. J. COMPARED

REAL ESTATE MORTGAGE

TREASURER'S ENDORSEMENT
 I hereby certify that I received \$ 24 and issued
 Receipt No. 2222 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 1 day of 7 1923

W. H. Hickley, County Treasurer

State of Oklahoma, parties of the first part, and J. L. Vickers, of Waynoka, Okla., party
 of the second part:

WITNESSETH, That said party of the first part, for and in consideration of
 the sum of Twelve Hundred Fifty and no/100 DOLLARS in hand paid by said party of the second
 part, receipt whereof is hereby acknowledged, have sold, and by these presents do grant,
 sell, convey and confirm unto the said party of the second part, and to his heirs and
 assigns, forever, all of the following described real estate lying and situate in the
 County of Tulsa and State of Oklahoma, to-wit:

An undivided two-thirds interest in and to the Northwest Quarter of the
 Southwest Quarter (sometimes described as Lot Three) of Section
 Eighteen (18) , in Township Sixteen (16) North, of Range Thirteen (13)
 East, I. M., and containing forty acres, more or less, according to the
 Government survey thereof,

TO HAVE AND TO HOLD THE SAME with all and singular , the tenements heredita-
 ments and appurtenances thereunto belonging, or in any wise appertaining, and all rights of
 homestead exemption, unto the said party of the second part, and to his heirs and assigns
 forever. And the said parties of the first part do hereby covenant and agree that at the
 delivery hereof they are the lawful owners of the premises above granted, and seized of a
 good and indefeasible estate of inheritance therein, free and clear of all incumbrances
 and that they will Warrant and Defend the same in the quiet and peaceable possession of said
 party of the second part his heirs and assigns forever, against the lawful claims of all
 persons whomsoever.

PROVIDED ALWAYS, And these presents are upon the express condition; That if
 the said parties of the first part, their heirs and assigns shall well and truly pay or
 cause to be paid to the said party of the second part, his heirs and assigns, the sum of
 Twelve Hundred Fifty and no/100 DOLLARS with interest thereon at the time and manner speci-
 fied in one certain promissory note bearing date July 10, 1923 , executed by the part---
 of the first part, payable to the order of J. L. Vickers at Bank of Commerce, Sapulpa,
 Okla. as follows: \$1250.00 payable July 10, 1924 with 9 per cent interest from date until
 maturity, and with 10% interest after maturity until paid then and in that case these
 presents and everything herein expressed shall be void, but upon default in the payment of
 any part of the principal or interest, when the same is due, or any one of said notes at
 maturity, or upon the failure to pay any and all lawful assessments and taxes upon said pre-
 mises when the same shall become due and payable, each and all of the several amounts herein
 secured shall immediately become due and payable; and if foreclosure proceedings be instituted
 hereon, the holder shall be entitled to recover \$125.00 attorney fees, all costs of suit,
 which sum shall be and become an additional lien, and be secured by lien of this mortgage,
 and said parties of the first part hereby expressly waive an appraisal of said real
 estate and all benefits of the homestead exemption stay laws of the State of Oklahoma.

And it is hereby further stipulated that during the continuance of this instru-
 ment in force, the said parties of the first part shall at all times keep the buildings on
 said premises insured against loss or damage by fire or tornado in a sum not less than \$---