

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 0.00 and issued
 Receipt No. 11209 therefor in payment of mortgage
 on the within mortgage.

Dated this 22 day of August 1923
 W. W. Stuckey, County Treasurer

Deputy

238456 - BH

COMPARED

REAL ESTATE MORTGAGE.

This indenture, made this 20th day of August, A.D. 1923, between Hershel Brown and Ina Brown, his wife, of Tulsa County, in the State of Oklahoma, parties of the first part, and Harry J. Brown of Tulsa County, Oklahoma, party of the second part,

Witnesseth, that said parties of the first part, in consideration of the sum of four hundred and no/100 dollars (\$400.00), 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 seven (7) in Block five (5) in College addition to the
 City of Tulsa, 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 installment promissory note of even date herewith. One for \$400.00, payable in consecutive monthly installments of \$30.00 per month, beginning September 20, 1923, made to Harry J. Brown, or order, payable at - - - with interest per annum, payable monthly, and signed by Parties of the first part.

Said first parties hereby covenant that they are owners in fee simple of said premises and that they are free and clear of all incumbrances, except a mortgage in the principal amount of \$1,500.00 of record.

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 \$2,000.00 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 part 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 sixty five (\$65.00) dollars 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 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 cease to be paid to said second party, 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 mortgage may effect such insurance or pay such insurance and assessments and shall be allowed interest thereon at the rate of ten 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 taxes or assessments are not paid before delinquent, the holder of said note and this mortgage may elect to declare the whole