

474, page 383, Brady Brown, Deputy,

(SEAL). O.G. Weaver, County Clerk.

244512 - BH

COMPARED

MORTGAGE OF REAL ESTATE.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$24. and issued Receipt No. 2454 therefor in payment of mortgage tax on the within mortgage.

Given this 16 day of Nov. 1923

This indenture, made this 4 day of Oct. A.D. 1923, between E. H. Profit and Mae Profit, 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 twenty six hundred ninety one 53/100 dollars, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey into said part of the second part, his heirs and assigns, all the following described real estate, situated in Tulsa County and State of Oklahoma, to-wit: East eighteen feet (18) of lot seven (7) on Block twenty three (23) in original town of Skiatook, Okla.

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 two promissory notes of even date herewith; one for \$2494.00, due in six mo. dated 10/1/23, and one note for \$197.53, dated 10/1/23 due in sixty days, made to The Okla. Natl. Bank, or order, payable at - - - with 8 per cent interest per annum, payable semi-annually and signed by E. H. Profit and Mae Profit.

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 1st mtg. of \$2500 and 2nd mtg. for \$2075.00. 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 party agree to insure the buildings on said premises in the sum of \$4000.00 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 - $\frac{1}{2}$ - & 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 judgement 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 assigns 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 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 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