

TREASURER'S ENDORSEMENT

401

I hereby certify that I received \$ 20 and issued
 Receipt No. 22480 in payment of mortgage
 tax on the within mortgage.

Dated this 17 day of May, 1923

W. W. Stacey, County Treasurer

Deputy

474 Tulsa County, State of Oklahoma, to-wit:

A part of lots four and five (4 and 5) Block eight (8) in the town of North Tulsa, Tulsa County, Oklahoma, according to the official plat and survey thereof, and more particularly described as follows; beginning at a point on the west line of lot five (5) a distance of 110 feet in a southerly direction from the northwest corner thereof, thence in an easterly direction parallel and equidistant with the northerly line of lots four (4) and five (5) to a point which is 40 feet, in an easterly direction from the dividing line of lots 4 and 5, thence south and parallel and equidistant with the dividing line of lots four (4) and five (5) to the south line of lot four (4); thence west along the south line of said lots four (4) and five (5), to the southwest corner of lot five (5) thence north along the west line of said lot five (5) a distance of 69.7 feet to the place of beginning,

with all the improvements thereon and appurtenances thereunto belonging and warrant the title of the same. This mortgage is given to secure the principal sum of fifteen hundred & no/100 dollars with interest thereon at the rate of 10 per centum per annum, payable, semi-annually from date, according to the terms of one certain promissory note described as follows; to-wit: One promissory note dated November 10th, 1923, in the sum of \$1500.00, due on or before one year after date, bearing interest at the rate of ten per cent per annum after date, payable, semi-annually; said note signed by the said Hennepin Construction Company, made in favor of H. Horwits;

First, the mortgagors represent that they have fee simple title to said land, free and clear of all liens and encumbrances, except one first mortgage to Tulsa Building and Loan Association, as appears of record, and hereby warrant the title against all persons, waiving hereby all rights of homestead exemption, and waive the appraisal of said lands in case of sale under foreclosure.

Second. If said mortgagor shall pay the aforesaid indebtedness both principal and interest, according to the tenor of said note, as the same shall mature, and shall keep and perform all the covenants and agreements in this mortgage, then these presents shall become void; otherwise to remain in full force and effect.

Third; Said mortgagors agree to pay promptly when due and payable all taxes and assessments that may be levied within the State of Oklahoma, upon said lands and tenements, or upon any interest or estate therein including the interest represented by this mortgage lien; and further to pay any tax, assessment or charge that may be levied assessed against or required from the holder of said mortgage and note as a condition to maintain or of enforcing or enjoying the full benefit of the lien of this mortgage, or the collection of said indebtedness; and will pay any and all labor and material liens whether created before or after the date that are lawfully charged against said premises;

And will also keep all buildings erected and to be erected upon said lands, insured, against loss and damage by tornado and fire with insurance approved by the mortgagee herein in the sum of \$ _____ as a further security for said debt, and assign and deliver to the mortgagee all insurance upon said property to be by it collected, as its interest may appear. In case of said mortgagor shall fail to pay such taxes, assessments, charges, labor or material liens or insurance, then the holder of this mortgage and the debt secured hereby may pay said taxes, assessments, insurance, charges and liens, and said mortgagor agree to repay upon demand the full amount of said advances with interest thereon at the rate of ten