

(SEAL) E. P. Jennings, Notary Public.

My commission expires May 15, 1924.

Filed for record in Tulsa County, Okla on Nov. 21, 1923, at 1:00 P.M. recorded in book 474, page 431, Brady Brown, Deputy.

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

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COMPARED

MORTGAGE OF REAL ESTATE.

This indenture, made and entered into this 19th day of November, 1923, between William Zeligson and Julius Zeligson, wife and husband, of Tulsa County, in the State of Oklahoma, party of the first part, and The Exchange National Bank of Tulsa, Tulsa County, State of Oklahoma, party of the second part.

Witnesseth: that said parties of the first part, in consideration of the sum of twenty eight hundred and no/100 (\$2800.00) dollars, the receipt whereof is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all the following described real estate, lying, situate and being in the county of Tulsa, State of Oklahoma, to-wit: Lot three (3) in Block six (6) in Subset Park addition to the City of Tulsa, according to the recorded plat thereof. (Said mortgage being subordinate to an existing mortgage of record in favor of Aetna Building & Loan Association, in the approximate sum of seven thousand (\$7000.00) dollars).

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 one promissory note in writing this day executed and delivered to said second party by said first parties *One* for (\$2800.00) due six months after date, 1923, 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 providing for the payment of Ten Dollars and ten per cent additional, as attorney's fees, in case the same may be collected by legal proceedings or be placed in the hands of an attorney for collection.

Said first parties hereby covenant that they are the owners in fee simple of said premises and that the said are free and clear of all encumbrances. That they have good right and authority to convey and incumber 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 \$--- for the benefit of the mortgagee, its successors and assigns and to maintain such insurance during the existence of this mortgage. Said first parties also agree to pay all taxes and assessments lawfully assessed against said premises before the same shall become delinquent.

Now, if said first parties 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 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 the same become delinquent, then the mortgagee herein, its 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 sum or sums of money or any

TREASURER'S ENDORSEMENT
I hereby certify that I received \$ 52 and issued Receipt No. 12531 therefor in payment of mortgage tax on the within mortgage.

Dated this 21 day of November, 1923, between William Zeligson and Julius Zeligson, wife and husband, of Tulsa County, in the State of Oklahoma, party of the first part, and The Exchange National Bank of Tulsa, Tulsa County, State of Oklahoma, party of the second part.

Deputy