

474

page 528, Brady Brown, Deputy.

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

245786 - BH

COMPARED

REAL ESTATE MORTGAGE.

TREASURER'S ENDORSEMENT
 I hereby certify that I received \$ 24 and issued
 Receipt No. 12769 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 4 day of Dec., 1923

W. W. Stanley, County Treasurer

This indenture, made this 27th day of November, in the year one thousand nine hundred 23 and twenty three between L. H. Hull and Ada C. Hull, his wife, of Alsuma, Oklahoma, party of the first part, and D. S. Conrad, party of the second part.

Witnesseth, that the said party of the first part for and in consideration of the sum of two hundred ten dollars, to me in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold, remised, released and confirmed, and by these presents does grant, bargain, sell, release and confirm unto the said party of the second part, its successors and assigns, forever, all of the following described real estate, situate, lying and being in the County of Tulsa, and State of Oklahoma, to-wit: Lot numbered one and two in Block numbered 28 in the town of Alsuma, Oklahoma, together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described premises unto the said party of the second part, its successors and assigns, to the sole and only proper use, benefit and behoof of the said party of the second part its successors and assigns, forever; and the said party of the first part does covenant with the said party of the second part, its successors and assigns, that at the time of the delivery of these presents he is well seized of said premises in fee simple; that they are free from all incumbrances and charges and that he will, and his heirs, executors and assigns shall forever warrant and defend the title to the same against all lawful claims whatsoever;

Provided, always, that these presents are upon the express condition, that the said party of the first part shall and does well and truly pay or cause to be paid to the said party of the second part, its successors or assigns, the sum of two hundred ten dollars, with interest according to a certain promissory note bearing even date herewith, and maturing March 27, 1924, executed by L. H. Hull, to said party of the second part, its successors and assigns, to which these presents are collateral, and shall also pay and discharge or cause to be paid within the time prescribed by law, all such taxes and assessments, of whatever nature, as shall by any lawful authority, while the money secured by these presents remains unpaid, be levied or imposed upon said premises above described, including the taxes upon the mortgage interest of the said party of the second part in and to said premises by virtue of this mortgage, and shall also insure and keep insured the buildings erected and to be erected on the premises above described, in some good and responsible fire insurance company, to be approved by the party of the second part, against loss and damage by fire, in the sum of at least nine dollars, for the benefit of the party of the second part, its successors and assigns and assign and deliver the policy and certificates thereof to the party of the second part, its successors and assigns, and shall further keep and perform all covenants and agreements hereinafter made, then these presents shall be null and void.

And it is hereby expressly agreed, that should any default be made in the covenant to insure and keep insured the said buildings, then and in such case it shall be lawful for the said party of the second part, its successors and assigns, without prejudice to any rights it might otherwise have by virtue of these presents, to effect such insurance, and the premium or premiums paid therefor shall be a lien on the premises above described, added