

Kaufman, his wife, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS my hand and official seal.

My commission expires March 26th, 1925 (SEAL) E. A. Lilly, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, Sept 15, 1923 at 11:40 o'clock A.M.
in Book 475, page 40

By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk

240126 C. J. TREASURER'S ENDORSEMENT

I hereby certify that I received \$44 and issued Receipt No. 11533 for the payment of mortgage tax on the within mortgage.

Dated this 15 day of Sept 1923

W. W. Stackey, County Treasurer

MORTGAGE OF REAL ESTATE

COMPARED

This indenture, made and entered into this 25th day of June, 1923, between William H. Huntsbery & Maude husband and wife, E. Huntsbery, of Tulsa County, in the State of Oklahoma, party of the first part, and The Exchange

Nat'l 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 Eleven Hundred Nineteen and 19/100 (\$1,119.19) 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 Fifteen (15) in Block Eight (8) in Glen Acres Subdivision
of Tulsa, Oklahoma, (being part of the North Half of Southwest
Quarter (N/2 of SW/4) of Section Eight (8), Township Nineteen (19)
North, Range Thirteen (13) East of the Indian Base & Meridian.

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 part for (\$1,119.19) due in installments of \$35.00 per month, commencing on the 1st day of October, 1923 according to the terms of said note, all payable at THE EXCHANGE NATIONAL BANK OF TULSA, Tulsa County, State of Oklahoma, with interest from June 25th, 1923 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 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 same 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 affected 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