

225551

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By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

Filed for record in Tulsa County, Tulsa Oklahoma, Oct 16, 1923 at 2:25 o'clock P. M. in Book 475, page 487

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

242265 G.J.

**TREASURER'S ENDORSEMENT**

I hereby certify that I have received \$ 70 and issued Receipt No. 1992 in payment of mortgage tax on the within mortgage.

Dated this 16 day of Oct, 1923

W. W. Starnes, County Treasurer

**MORTGAGE OF REAL ESTATE.**

**COMPARED**

This indenture, made and entered into this 8th day of October, 1923, between Geo. O. Hollow and Edith R. Hollow, his wife, 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, part--- of the second part.

WITNESSETH: That said parties of the first part, in consideration of the sum of Thirty Five Hundred and no/100 (\$3,500.00) 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: All of Lots One, (1), Two, (2), Three (3) and Four (4), in Block Six (6), Cherokee Heights Addition to the City of Tulsa,

(Subject to a prior mortgage made to the Exchange Trust Company, for \$5000.00,

dated July 21st, 1922, and to a prior mortgage made to the Exchange

National Bank, Tulsa, for \$4500. dated December 11th, 1922)

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 (\$3500.00) due Ninety days after date, all payable at THE EXCHANGE NATIONAL BANK OF TULSA, Tulsa County, State of Oklahoma, with interest from maturity at the rate of ten 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 thereof, are not paid before the same become delinquent, the the mortgage herein its successors or assigns may effect such insurance and pay such taxes and assessments and shall be allowed interest thereon