

475

on this 20th day of October 1923, personally appeared Leva J. Brown to me known to be the identical person, who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal, the day and year above set forth.

My commission expires Jan 15th 1925 (SEAL) H. M. Price, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, Oct 22, 1923 at 3:30 o'clock P. M. in Book 475, page 618

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

242813 C.J.

REAL ESTATE MORTGAGE

TREASURER'S RECEIPT

I hereby certify that on Oct. 20 and issued THIS INDENTURE, Made this 22 day of Oct 1923 A. D.
Receipt No. 2156 of mortgage 192----, by and between E. W. Best (a single man) of
tax on the within mortgage.
Dated this 24 day of Oct. 1923 Tulsa County, State of Oklahoma, of the first part,
W. W. Sanchez, County Treasurer and The West Tulsa State Bank of the second part,
S.B. Deputy

WITNESSETH: That the said party of the first part, in consideration of the sum of One Thousand DOLLARS, to me in hand paid, the receipt of which is hereby acknowledged, has granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto said party of the second part its heirs and assigns, forever, all the following described real estate, situated in the County of Tulsa State of Oklahoma, to-wit:

Lots Forty (40) and Forty one (41) in Block Thirty four (34) in West Tulsa,

Okla. now a party of the City of Tulsa, Okla. as per the recorded plat thereof with the appurtenances and all the estate, title and interest of the said party of the first part herein. And the said party of the first part do hereby covenant and agree that at the delivery hereof ----the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances----

This grant is intended as a mortgage to secure the payment of the sum of (\$1000.00) One Thousand DOLLARS, according to the terms of two certain promissory notes, this day executed and delivered by the said part---- of the first part to the said party of the second part, described as follows, to-wit:

One note for \$500.00 dated Oct 22, 1923 Due Apr 22, 1924

One note for 500.00 dated Oct 22, 1923 Due Oct 22 1924

Both notes are signed by E. W. Best and

Each note draws interest at the rate of Ten per cent from date,

Each note carries an attorneys fee clause of \$50.00

Each note is payable to the West Tulsa State Bank, at its office in West Tulsa, Okla.

Said parties of the first part shall, while any part of said principal or interest remains unpaid, pay all taxes and assessments on said mortgaged property when they become due, and shall keep the buildings on said premises insured to the satisfaction of the holder hereof in the sum of \$1000 and the policy, in case of loss, payable to the said holder as his interest may appear, whether the debt be due or not, and shall pay all interest as soon as it becomes due, and in case of failure to comply with any of these provisions, at the option of the holder hereof, such tax or assessment may be paid and such insurance effected by the holder hereof, and the amounts so paid shall be a lien on the premises aforesaid and be secured by this mortgage and be collected in the same manner as the principal debt hereby secured. If said principal debt shall not be paid when due, or if at any time there remains unpaid any interest, insurance premiums, taxes or assessments, after the same become due, or should said