242917 C.J.

TREASURER'S ENDORSEMENT
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Receipt No./2.073 to the solve of the mortgage
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REAL ESTATE MORTGAGE

COMPARED

THIS INDENTURE, Made this 1st day of October

A. D. 1923 between Julia M. Bigelow of Tulsa

County, in the State of Oklahoma party of the

first part, and Charles F. Crowl of Tulsa, Okla-

homa party of the second part;

WITNESSETH, That said party of the firstpart, in consideration of the sum of Thirty Eight Hundred and no/100 \$3,800.00) DOLLARS the receipt of which is hereby acknowledged do by these presents grant, bargain, sell and convey unto said party of the second part his heirs and assigns, all the following described real estate, situated in Tulsa County and State of Oklahoma, to-wit:

Lot Six (6) in Block One (1), a Sub-Division of a part of Block
Five (5) in Terrace Drive Addition to the City of Tulsa, according
to the recorded plat thereof.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever.

This conveyance is intended as a mortgage to secure the payment of nine (9) promissory notes of even date herewith. One for \$-----due ------19-----

One for \$848.26 payable in 6 monthly installments of \$80.71 beginning Nov. 1- 1923

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" " $487.50 " " " " " " $81.25 " May 1, 1924
" " $490.80 " " " " " " $81.80 " Nov. 1,1924
" " $493.98 " " " " " " $82.33 " May 1, 1925
" " $497.22 " " " " " $82.87 " Nov. 1,1925
" " $500.46 " " " " " " $83.41 " May 1, 1926
" " $503.70 " " " " " $83.41 " May 1, 1926
" " $422.50 " " " " " $83.95 " Nov. 1,1926
" " $422.50 " " " " " $84.50 " May 1, 1927
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made to Charles F. Orowl or order, payable at -----with ----- per cent interest per annum and signed by Julia M. Bigelow and M. A. Bigelow.

Said first party hereby covenants that she is the owner in fee simple of said premises and that they are free and clear of all incumbrances except mortgage of record, for \$2800.00

That she pool good right and authority to convey and encumber the same, and she will warrant and defend the same against the lawful claims of all persons whomsoever. Said first party agrees to insure the buildings on said premises in the sum of \$1,000.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first party agrees to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first party further expressly agrees that in case of foreclosure of this mortgage, and as often as any proceeding shall be taken to foreclose same as herein provided, the mortgager will pay to the said mortgager Three Hundred and Eighty and no/100 Dollars as attorney's or solicitor's fees therefor, in addition to all other statutory fees; said fee to be due and payable upon the filing of the petition for foreclosure and the same shall be a further charge and lien upon said premises described in this mortgage, and the amount thereon shall be recovered in said foreclosure suit and included in any judgment or decree rendered in action as aforesaid, and collected, and the lien thereof enforced in the same manner as the principal debt hereby secured.

Now if the said first party shall pay or casue to be paid to said second party, his heirs or assigns said sum of money in the above described notes mentioned, together with the interest thereon according to the terms and tenor of said notes and shall make and maintain such insurance and pay such taxes and assessments then these presents shall be wholly discharged and void, otherwise shall remain in full force and effect. If said insurance is not effected