

## #241 TREASURER'S ENDORSEMENT

## COMPARED

I hereby certify that I received \$ 48 and RECEIVED REAL ESTATE MORTGAGE.

Receipt No. 11882 this is a payment of mortgage tax on the within mortgage.

Dated this 9 day of Oct. 1923

W. W. Stuckey, County Treasurer

THIS INDENTURE made this 1st day of August 1923, between Charles H. Rogers and Addie M. Rogers his wife, of Owasso in the County of Tulsa and State of Oklahoma, party of the first part, and U. S. Stafford of Tulsa County, in the State of Oklahoma, party of the second part;

WITNESSETH That said party of the first part, in consideration of the sum of \$1200.00 Twelve Hundred and No/100 Dollars the receipt whereof 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, situate in the County of Tulsa in the State of Oklahoma, to-wit:

All of Lot One (1) in Block Nineteen (19) in the Town of Owasso, Oklahoma. To Have and to Hold the Same, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever.

This conveyance is intended as a mortgage to secure the payment of One promissory note of even date herewith, as follows:

One Note For \$1200.00 due on the 1st day of August 1925.

\$50.00 must be paid on the 1st day of each and every month beginning Sept. 1st, 1923.

Made payable to party of the second part with ten per cent per annum, from date until maturity and with ten per cent interest per annum after maturity; interest payable choice of monthly or semi-annually and first party agrees to pay all reasonable expenses as attorney's fees in case the note secured by this mortgage is placed in the hands of an attorney for collection.

Said first party hereby covenants that he is the owner in fee simple of said premises and that they are free from all incumbrances. That he has good right to convey and incumber the same and that he will warrant and defend the same against the lawful claims of all persons. Said first party agrees to insure the buildings on said premises in the sum of \$-- 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 against said property before delinquent.

Now if said party of the first part shall pay or cause to be paid to said party of the second part, 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 such insurance is not effected 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 delinquent, then the mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of 10 per cent per annum until paid, and this mortgage shall stand as security for all such payments, and if said sum or sums of money or any part thereof is not paid when due or if such insurance is not effected and maintained or any taxes or assessments are not paid before delinquent, the holder of said notes and this mortgage may elect to declare the whole sum or sums and interest thereon due and payable at once, and proceed to collect said debt including attorney's fees and to foreclose this mortgage; and shall become entitled to possession of said premises.

Said first party waives notice of election to declare the whole debt due as above stated and also the benefit of stay, appraisement and homestead exemption laws.