

part, and C. B. Cooper, of the second part,

WITNESSETH, That the said party of the first part, in consideration of the sum of Thirteen Hundred (\$1300.00) Dollars, to him in hand paid, receipt whereof is hereby acknowledged, has sold and by these presents does grant, bargain, sell and mortgage to the said party of the second part, his heirs, administrators or assigns forever, all that tract, piece or parcel of land situated in Tulsa County, State of Oklahoma, and described as follows, to-wit:

Lot One (1) in Block Sixteen (16) in Hillcrest Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the recorded plat and survey thereof,

with all the improvements thereon, and appurtenances thereunto belonging, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part does hereby covenant and agree that at the delivery of this mortgage he is the lawful owner of the premises above described, and is seized of a good and indefeasible estate of inheritance therein and will warrant and defend the title to the same, and that the same is free and clear of all incumbrances of whatever kind, except balance due upon one certain mortgage recorded in Book 408 of mortgages, at page 24.

This Grant is intended as a mortgage to secure the payment of the sum of Thirteen Hundred (\$1300.00) Dollars, payable according to the terms and tenor of Sixteen certain promissory notes for the principal sum of Seventy-five (\$75.00) Dollars each, and one certain promissory note for the principal sum of One Hundred (\$100.00) Dollars, all of said notes dated October 1st, 1923, payable to C. B. Cooper, or his order, at the Exchange National Bank of Tulsa, Oklahoma, with interest upon each of the said notes from the date thereof until paid at the rate of eight per cent per annum, and such notes providing for the payment of ten dollars and ten per cent of the amount of said notes as attorney's fees if said notes are collected by an attorney or by legal proceedings, said notes being signed and executed by the mortgagor herein, Harry Thomas Judson Shipman, Sixteen of which said notes being due as follows, to-wit, one of the same being due November 1st, 1923, and one of the same being due on the 1st of each and every successive 1st of each month thereafter, and each of said fifteen notes being for the principal sum of \$75.00 each; and also one note for the principal sum of \$100.00 mentioned above becoming due on the 1st day of March, 1925; and this conveyance shall be void if such payments as in said notes provided be made as therein specified; But if default be made in such payment, or any part thereof, or any interest thereon, when due, or if the insurance is not kept in force, then this conveyance shall become absolute, and the whole of said principal sum secured by this mortgage shall become due and payable, and the mortgagee herein shall have the right to institute proceedings for the foreclosure of this mortgage and for the balance remaining unpaid which is secured hereby, at the option of said mortgagor, or the holder of this mortgage, and shall be entitled to have said described real estate and premises sold under foreclosure proceedings to satisfy this lien, as prescribed by the laws of the State of Oklahoma; and for the considerations herein expressed, the mortgagor herein, party of the first part, hereby waives appraisalment of said real estate.

And the party of the first part, mortgagor herein, hereby expressly agrees that in case of foreclosure of this mortgage, and as often as proceedings shall be taken to foreclose the same, as herein provided may be done, the mortgagor herein will pay to said mortgagee, or the holder of this mortgage, a reasonable attorney's fee, in addition to all other legal costs and statutory fees, said fee to be due and payable upon the filing of petition for foreclosure of this mortgage, and which said attorneys fees this mortgage also secures, and which said fees shall be a further charge and lien upon said premises, and which said sum may be recovered in any foreclosure suit brought hereon and included in

Signed and acknowledged before me this 6th day of Dec. 1923

O. G. W. Warrant  
County Clerk

By Brady Brown