

any judgment rendered in such foreclosure proceedings, and shall be collected in the same manner as the principal debt hereby secured.

In case of a failure of the party of the first part to pay taxes, insurance and all assessments on said property, the party of the second part may pay the same, and the amount thereof shall be added to and deemed a part of the principal sum and bear the same rate of interest.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

State of Oklahoma,)
) ss.
County of Tulsa.)

Harry Thomas Judson Shipman

Before me, Edgar M. Lee, a Notary Public, in and for said County and State, on this - - day of October, 1923, personally appeared Harry Thomas Judson Shipman, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth. In witness whereof, I have hereunto set my hand and official seal, the day and year last above written.

My commission expires Feb. 19, 1924. (Seal)

Edgar M. Lee, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, Nov. 8, 1923, at 2:00 o'clock P.M. and recorded in Book 479, Page 400.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

244104 TRANSFER ENDORSEMENT

I hereby certify that I received \$200 and is MORTGAGE OF REAL ESTATE.
Receipt 123853 in payment of mortgage
tax on the within mortgage.

COMPARED

Dated this 8 day of Nov, 1923

W. W. Sledge, County Treasurer

Oklahoma, party of the first part, and EXCHANGE TRUST COMPANY, of Tulsa County, State of Oklahoma, party of the second part.

This indenture, made and entered into this 5th day of November, 1923, between William O. Schuette, a single man, of Tulsa County, in the State of

WITNESSETH: That said part- of the first part, in consideration of the sum of Three Thousand Fifty Five (\$3,055.00) Dollars, the receipt whereof is hereby acknowledged, does 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: The South Thirty-three and thirty-three one hundredths feet (South 33.1/3) of Lot Fifteen (15) in Block Fifteen (15) Cherokee Heights 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 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 part- for (\$3,055.00) with interest at the rate of eight per cent (8%) per annum, payable on the 15th day of each month hereafter at the rate of Forty-five (\$45.00) Dollars per month, which monthly payment includes the interest on all deferred payments to said date, according to the terms of one promissory note of even date executed in favor of Exchange Trust Company by the within mortgagors, payable at EXCHANGE TRUST COMPANY, a corporation, of Tulsa County, State of Oklahoma, and 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 party hereby covenant that he is the owner in fee simple of said premises and that the same are free and clear of all encumbrances. That he ha- good right and authority